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The Solicitors' Journal.

LONDON, AUGUST 27, 1864.

THE TIME is probably within the memory of persons now living when Birmingham was a small town of a few thousand inhabitants, and the postal address was "near Walsall." Now the tables are turned, and Walsall is by far smaller than Birmingham than eighty years ago it was larger. During the time of Birmingham's growth, Warwick, the chief town of the county, has, we believe, not materially varied from its original dimensions. Having witnessed the new arrangement for holding assizes at Leeds and Manchester, the Birmingham people have petitioned Sir Geo. Grey that Birmingham be made an assize town. The petition sets forth that the borough comprises an area of thirteen square miles, and contains 300,000 souls; that, upon an average of several years past, more than one-half of the civil and criminal cases tried at Warwick arose within the borough of Birmingham, where there was now every accommodation required for bar, witnesses, and solicitors, to most of whom it was an inconvenience and expense to be dragged to a distance of twenty miles to the county town. The petition also states the intention of the corporation to provide handsome and commodious lodgings for the judges, and to maintain the same in an appropriate manner. Sir Geo. Grey having referred the matter to the county magistrates, a meeting of that body has been held at Warwick, at which, after some discussion, it was resolved to forward a reply unfavourable to the proposal. We can see in this the same kind of jealousy displayed as was shown at the time of the proposition to make Leeds an assize town; and it is tolerably clear that county magistrates, as a body, object to the removal of any portion of the assize business from the county town, even though it would be only just to professional men as well as to the public at large that the cases which arise in the midst of such a large centre of population as Birmingham is, should be dealt with on the spot, and not at a distance of twenty miles. Time will, no doubt, serve to show that opinions based on a foundation so unreasonable as that of the magistrates of the county of Warwick, must at length succumb to the force of the will of the majority of the population. The present arrangement, though as yet only an experiment, of holding the assizes at Manchester and Leeds, appears to have answered admirably, there is no reason to expect that any valid objection to that arrangement will ever be brought forward, and probably we shall soon see the example followed at Birmingham.

THE LAWS OF SCOTLAND have not been assimilated with those of England as the laws of Ireland have been in the last few years, but we consider the time has arrived when some very material alterations in the laws of Scotland may beneficially be introduced. Our attention has been called to this subject by a letter addressed to the *Times* by "A Scottish Magistrate," an extract from which we give below. We cordially agree with the writer that our laws might in some respects be altered and made like those of Scotland; but, apart from the intrinsic value of any particular enactment, it is, in these days of rapid intercommunication, not only advisable, but essential, that legal process should be as nearly as possible the same in every portion of the United Kingdom:—

Our Scotch law is utterly bad in theory, and very bad in practice, in one matter—viz., its treatment of a person accused of crime before he is put upon his trial. Once at the bar, all goes

rightly and well. If charged with a trifling offence, the sheriff-substitute tries him summarily, fines him moderately, binds him over to keep the peace, or sends him to prison (for not more than sixty days), as the case may require. If the affair be of a graver complexion, then the sheriff-substitute empanels a jury, whose verdict of "guilty" may be followed by eighteen months or even two years of imprisonment. When still worse crimes are alleged against him, he is tried by the Court of Justiciary, who may send him to penal servitude, or to the hangman. In all courts he is tried upon an indictment, which is short, but very clear and specific. It is written in such plain English, that any educated child or any man who can read easily understands it. At his trial he meets with great indulgence—often, I think, with too much indulgence. Still, if a point of law be sometimes strained, it is ever in favour of the prisoner, which is erring on the safe side. But all this humanity and kindness comes a little too late to a man who has been brought to the bar upon a warrant originally granted in secret, followed by an examination of himself in secret, succeeded by a commitment for trial upon the evidence of unsworn witnesses taken in secret. It is in these preliminary doings that the gross iniquity lies; and how very short an Act of Parliament would redress the grievance! The open and above-board system would be a little more costly, I admit. Honesty and candour very often do cost money. Secrecy is often cheaper. It is cheaper, for instance, to hide yourself under the seat of a railway carriage than to pay for a ticket, but I have rarely heard such a practice applauded.

Do away with this hole-and-corner proceeding, and let us charge and commit our prisoners in your own open way. In return, you might well adopt our habit of employing a public prosecutor, paid by the nation, who, being wholly unbiassed by any personal feeling in regard to the accused, either of anger or pity, calmly hunts down crime and brings it to punishment, without fear or favour, and without cost to the unfortunate person who has had his head broken or his purse stolen.

All this is easy enough, and is a mere question of a few pounds, shillings, and pence; but when we come to think of a re-arrangement of our civil law, we propose to ourselves a more difficult task; not one, however, at all impossible, as you may be told by timid men. Some men always will confound difficulty with impossibility.

The Scottish law is far from a bad one. Its great principles are true, and are the same as prevail in England, France, Germany, and in every "good and well-governed realm." The forms of process laid down by statute are simple and short.

IN THE FOLLOWING CASE, which came before Mr. Ellison at the Worship-street Police Court on the 13th instant, we recognise one of a class of cases which are now, we fear, only too common in the very poor districts of the metropolis:—

Jude Lyons, a pawnbroker, of Brick-lane, Spitalfields, was charged, on the prosecution of Mr. Hyam, vestry-clerk of Christchurch, Spitalfields, with numerous offences under the Pawnbrokers' Act.

A poor widow, named Mary Harley, pawned four Windsor chairs with the defendant in June, 1863, the defendant advancing her ninepence on each, and giving her no duplicate. On her calling again, he told her that the chairs were burdensome to him—they took up too much room, and that if she did not pay him tenpence interest per month upon his money, every month before the month was up, he would sell them. She entreated him not to do so, as her husband had had them made for him, but he said he must. She paid this tenpence per month for eight months, amounting to six shillings and eightpence for the loan of three shillings. When she went to redeem them, she placed two florins on the counter, and asked for her chairs. He laughed at her, told her he had not got her chairs, and that he had sold them. Two months afterwards she saw him sitting at his own door upon one of her chairs, which she could swear to from a cut in the back of it her own child had made.

It was proved there was no entry of these transactions in the defendant's books, and, in fact, no entry at all from June to October.

Several other cases were proved against the prisoner.

Sergeant Gee then proved that the defendant had already been twice before convicted—at Christmas and in March last—each time on numerous informations, and with penalties amounting to between £15 and £16; and two of the seven informations now laid having been withdrawn.

Mr. Ellison told the defendant that it had been shown that

he was one of those persons whose whole occupation it was to defraud and cheat the poorest people of their hard-earned pence. It would be ruinous to inflict the full amount of penalty in every one of these cases, but upon two of them he should impose a penalty of £10 each, and upon four of the others 20s. each, making in the whole £34, and, in default of payment or goods to levy upon, he must stand committed for periods amounting to eight months in the House of Correction.

The defendant was locked up in default.

The case of those who, through their poverty, are liable to become the prey of such malefactors as Mr. Jude Lyons, requires that the protection which the law affords should be stringently exercised in their favour, and, in noting the decision of the magistrate, we are without the slightest commiseration for the defendant.

IN THE COURSE of a TRIAL which took place at the Central Criminal Court on the 18th ult., Mr. Justice Byles asked to look at a fair copy of the depositions, remarking that those from the Thames Police Court were so badly written that he could not read them. Complaints of this description are not unfrequent in every court. The Lord Chancellor's idea of printing affidavits and other pleadings arose from the fact that the handwriting of office copies was of a very indifferent character. The exercise of ordinary respect for her Majesty's judges would, we should suppose, have made writers more careful; but no plea grounded on such supposition will form an excuse for the neglect of those whose duty it is to superintend the writing of documents to be supplied for the use of the Courts.

EDWARD POPE, who had been committed for trial for having threatened the lives of the Prince of Wales, the Home Secretary, and the English Consul at Boulogne,* was arraigned on the 18th instant, at the Central Criminal Court, on an indictment comprising the charge above mentioned. Having been called on to plead, the prisoner said, "I wrote that letter." Mr. Gibson, the surgeon of Newgate, having deposed that "in his opinion the prisoner was of unsound mind, and not in a fit condition to plead or to do any other important act in life," and Dr. Begley having corroborated that evidence, Mr. Justice Byles directed that the prisoner be kept in custody during her Majesty's pleasure.

THE NEW ACT for the closing of public-houses between the hours of one and four o'clock a.m., will occasionally fall rather hard upon those with whose legitimate business it interferes. Persons who attend the London markets require food and refreshment between the proscribed hours, and those who have been accustomed to supply them are already discovering that their chief source of profit is dwindling to nothing. We believe that people when thirsty and hungry will get what they want, and when they want it, even in defiance of the law, and it were better to make an exception in certain legitimate cases than that the law should be continually infringed.

IT IS RUMOURED that Lord Brougham intends to publish his opinion on the *Yelverton* case, which he was unable to deliver, and which the rules of the House of Lords precluded the Lord Chancellor from reading for him. It will be an interesting document, if only to show how far the noble Lord's early cunning in bending and moulding refractory evidence continues in vigour.

AN ACTION for breach of promise of marriage, brought at the Leeds assizes by a disappointed gentleman, was tried last week. The judge and jury, as well as the general public, appear to have entertained opinions adverse to the plaintiff, and great excitement was shown in court when the jury returned a verdict for the plaintiff—damages one farthing. Such cases are rare; but, however much we may think a man who brings such an action deserves the opprobrium of his fellows, yet every man is entitled to ample justice, and it is scarcely decent that a plaintiff, however ungallant, should be hooted out of court.

LAST WEEK'S ASSIZES at Liverpool was prolific in actions for damages for railway accidents. One day alone produced three of such actions, in all of which heavy damages were awarded against the companies. In one case, a contractor named Wilde obtained £1,250 from the Manchester, Sheffield, and Lincolnshire Railway Company; in another, a commercial traveller was awarded £750 damages for an accident received on the Great Western line; and in the third, a cattle-dealer received £750 from the Lancashire and Yorkshire Railway Company. Trial by jury is a wonderful institution; but we fear that justice to railway companies, tradesmen's customers, and solicitors, is not among its merits.

WE ARE INFORMED that Frederick Calvert, Esq., Q.C., intends at the next general election to offer himself as a candidate for Aylesbury.

AT THE CENTRAL CRIMINAL COURT, a prisoner who was tried for a robbery, and sentenced to twelve months' imprisonment, suddenly, at the conclusion of the sentence, took off his shoe, and, hurling it with great violence in the direction of the jury, rushed from the dock and disappeared. Of course a great excitement ensued, and all in court sprang to their feet as by a common impulse. It was understood that the missile was intended for a policeman who had given evidence against the prisoner, but it fortunately failed of its object, for the indentation made on the front of the jury-box bore witness to the force with which it was sent. The jury suggested that the front of the dock should in future be so guarded as to prevent a repetition of the act—a suggestion in which we cannot concur, and which would have the effect of placing a prisoner on his trial in something very like a cage. A little more vigilance on the part of the warders appears to be all that is necessary to protect the Court from any violence contemplated by a prisoner.

AN OLD MODE of swindling has recently been revived, and is very much on the increase. Sometimes persons are induced to advance money for the purchase of a business, or as a douceur for obtaining a situation as a clerk; or sometimes it is only a few shillings which the victim pays, by way of booking fee, for obtaining a situation; but whether the sums be large or small, these transactions are generally effected through the medium of an advertisement inserted in the papers by persons calling themselves general agents or employment agents. A case was exposed last week in the Police Court, which may serve as a warning to the incautious. In answer to an advertisement, a person who applied at the place of reference was given an address in the country, and was required to pay a fee of five shillings. The address in the country proved to be spurious, and the fact was discovered by the aid of the local police, and the return of a letter through the Dead Letter office. A gentleman attended on the magistrate to state the case, with a view of its being noticed by the press, and that persons requiring situations should not waste their time as well as their money in making applications at the office in question, the address of which was given.

IT IS UNDERSTOOD that the law of France with respect to imprisonment for debt is about to be materially altered. It is intended, we believe, to abolish altogether imprisonment for simple debts in the case of French subjects, and only to retain it in cases of breach of trust, and in cases arising under criminal process, and that only as regards persons under the age of sixty years. With respect to foreigners, the old law will be changed so as nearly to abolish imprisonment for debts under the amount of 1,000 francs (£40). At present, if a foreigner in France owes 150 francs, he is liable to be imprisoned, without any judicial process whatever, until he can find domiciled Frenchmen to be his sureties. He may be eventually imprisoned for a term varying from one to ten years. In future he is not to be subject, as a matter of course, to be arrested before judgment,

but the president of the court may order his provisional arrest. He will, however, have a right to be set at liberty after eight days if the creditor does not proceed with his action; or, on finding bail, he may be freed at any time before judgment. After judgment he will, if his debt is over 1,000 francs, be liable to a shorter term of imprisonment than under the present state of the law. This is a real reform, which we believe will give the greatest satisfaction in this country.

PRIVATE BILL LEGISLATION.—No. I.

FEES OF PARLIAMENTARY COUNSEL.

The subject which appears at the head of this article is one which has lately occupied a good deal of public attention, and was made the theme of much discussion in Parliament towards the end of the last session.

It is frequently said, and commonly believed, that the House of Commons is a peculiarly practical assembly, and characteristically intolerant of anyone talking on a matter he knows nothing about; but, if this be so in general, certainly the discussion in question formed a striking exception to the rule.

The first grave error into which the House was betrayed, and which lay at the bottom of much, perhaps the greater part, of the nonsense—we must call it so—that was talked about this matter, is the idea that there exists within the ranks of the Bar a particular inner circle or clique called the "Parliamentary Bar," having a professional monopoly of the business transacted before select committees. Every barrister, and every London solicitor who has ever had anything to do with Parliamentary practice, knows that this is not the case, and that every barrister has, and always has had, an equal right to appear before any select committee in any case in which he may be intrusted with a brief; yet, though the House is by no means destitute of "gentlemen of the long robe," no one seems to have taken the trouble to set right this elementary blunder.

True, it is customary for certain counsel to devote their attention principally to Parliamentary work, just as others occupy themselves in the Court of Chancery or in Conveyancing, and others ordinarily practise at the Old Bailey; this division of labour is not only very natural, and generally of great advantage to the suitors, as enabling them to obtain the assistance of men specially trained for the particular service which they require, but is rendered imperatively necessary by the multiplicity of our courts, their great distances from one another, the fact that they are frequently all sitting at one and the same time, and the natural incapacity of every animal (other than Sir Boyle Roche's bird) to "be in two places at once." But it is not the less true that every court in London and Westminster is open to the whole bar, and that no such monopoly as supposed exists. On circuit indeed there is an immemorial custom through which no ordinary barrister could break with impunity, that everyone should attach himself within a reasonable time to some one circuit, and should not accept business (except with a special fee) on any other circuit; and the great leaders, for their own convenience and that of their clients, have in many instances voluntarily still further reduced their sphere of action by determining to refuse all business of certain specified kinds without a special fee. It would, however, be as reasonable to complain that the Courts of Equity are not open to the profession at large, because the leading Queen's Counsel whose ordinary business is at common law refuse to take briefs before the Vice-Chancellor without special fees; or to talk of the Common Law Bar as if a conveyancer was by etiquette precluded from appearing before the Court of Queen's Bench if desired; as to speak, as was done in the House of Commons, of the public being "confined to the services of the Parliamentary Bar." We have ourselves known of occasional instances of gentlemen "of the Equity Bar" (i.e., who ordinarily practise in the Court of Chancery) holding briefs

before select committees of either House; and the names of James, Keane, Chambers, and others, with which the profession is familiar, will be sufficient to show the prevalence of a similar practice among the "Common Law Bar." The present Lord Chief Justice, if we are not mistaken, was in the possession of a very lucrative Parliamentary practice at the time when he was one of the acknowledged leaders, if not the leader, of the Western Circuit. The rules of Parliament do, indeed, and very properly, deny audience to members of the House of Commons, but with this single exception the committee-rooms are open to the whole Bar.

So much for the supposed monopoly; but the question then arises, if this be so, why are fees for cases in Parliament paid on so much higher a scale than fees for actions and suits in the superior courts? There are several reasons all tending to produce this result.

In the first place, however, it may be remarked that all minimum limits imposed upon fees of various kinds (as that a Queen's counsel never takes less than two guineas, or utter barristers than one guinea except for motions of course, &c.) have arisen, not by the operation of any positive enactment of the profession, but by the combined operation of long-continued custom and the rule of professional etiquette which forbids "under-selling;" just as in the United States it has become an inflexible rule (or at least prior to the present monetary disturbances there it had so become) that all fees for advocacy, as distinguished from ordinary costs, of which a bill is there as here regularly made out according to a fixed scale, should be paid in "half eagles;" i.e., in some multiple of the ordinary gold coin. When, then, the business transacted in Parliamentary committee-rooms began to assume its present proportions, and it became necessary for promoters and opponents of private bills to obtain the assistance of regular professional advocacy, it soon became obvious that, apart from any arbitrary rule, the requisite counsel must inevitably, if men qualified for the task were to be obtained, receive their remuneration on a scale much above the ordinary. For, first, the amounts at stake are very large as compared with the average of actions and suits, and it is well known that "heavy stakes entail large fees;" and secondly, counsel engaged before Parliament are cut off from so many other professional advantages that a direct recompense in the shape of extra fees is necessary to induce any but the "briefless" to undertake the task.

If the counsel proposed to be retained have any practice in any other court, that must be set aside for the time, at the risk of material and permanent damage, to attend to the committee, or, in the alternative, the committee will perhaps be deserted just when the presence of counsel is most needed. But to secure that, as between the conflicting claims of his regular practice and his stray Parliamentary brief, the latter should be attended to, it is obviously requisite that it should be greatly the more valuable—i.e., that the fees should be calculated according to a much higher scale. The existing scale has doubtless arisen from the fact that a special retainer to take counsel off his circuit is five guineas, and that ten guineas has from time almost immemorial (from, we think, the introduction of guineas into our coinage) been the ordinary refresher in cases before the House of Lords; but even if this were not so, the number five readily suggests itself as the multiplier whereby to form an increase on the basis of an existing scale; and the minimum limits of one and two guineas respectively had been well settled before private bill legislation had become such as it is. Of course, so soon as the new scale had become usual, the established rule against under-selling would prevent any counsel from accepting a smaller fee, even if otherwise ready and willing to do so.

But, it will be said, this only applies to those counsel whose ordinary business lies elsewhere, and who are only exceptionally employed before committees (this is, we believe, the theory in every case), and does

not touch those who devote themselves, as many now do, exclusively or principally to Parliamentary practice.

To this however the answer is obvious. Apart from the consideration that Parliamentary business can only attract away from the wider fields of common law and equity a barrister capable of rising to distinction by its more lucrative nature; apart from the fact that the great Parliamentary leaders find themselves reduced to the alternative either of abandoning all hope of the great prizes of the profession, by reason of their exclusion from the House of Commons, or of ruining their business by entering that House, and therefore naturally require what they lose in objects of ambition to be made up to them in the only way in which that can be done; apart from the fact, already alluded to, that the large interests at stake before Parliamentary committees will always enable those whose services are really valuable to demand high fees, which will in their turn, "set the scale" for others; there remains the further consideration, which must come at once home to everyone who thinks upon the subject, that whereas a barrister has ordinarily ten working months in every year during which he may usually expect employment and consequent gain, the counsel whose business lies exclusively, or principally, before Parliamentary committees, has at most but five; and, therefore, either the scale of fees must be such that in that five he can fairly look for as large an income as his professional brother can in his ten, or the work in question must fall into the hands of an inferior class of counsel. The experience of those courts wherein the gains are less than the average of the profession fully establishes this proposition.

Gentlemen in and out of Parliament may rest assured that the interests represented before committees are too great to be intrusted to the tyros or the "failures" of the profession; and that, therefore, as you can only get first-class men by a first-class price, and as that price cannot be paid, as it is in the other branches of the profession, in honours or promotion, it must be paid in money, and the services of Parliamentary counsel worthy of confidence must inevitably continue to command a scale of fees commensurate with the magnitude of the cases intrusted to their care, and the value of the advantages from which they are debarred.

BALE v. CLELAND.

At the present moment, when rash and improvident speculation is at its height, and the public, being seized with a mania for the shares of joint-stock companies as an investment for the hoards that have been accumulating for some years, in consequence of the unsettled state of foreign politics and the doubtful nature of foreign securities, are ready to rush headlong, without thought or consideration, into any of the mad adventures and novel schemes with which the country abounds, it would be a prudent act on the part of their advisers calmly and deliberately to peruse the report in the morning papers of the case of *Bale v. Cleland*, recently tried at Guildford, and see if they can draw any conclusion from it likely to stem the current of speculation and check the spirit of gambling which everywhere abounds.

Lawyers are not often or easily caught by flaming advertisements or cooked balance-sheets, which, as we on one occasion overheard a director of more than one company assert, could, by a little manipulation, be made to speak to any required state of things, and this, it would seem, is a fraud not unfrequently perpetrated. They are, however, often consulted by the victims of this gambling mania—by clergymen, by widows, by unprotected females, by officers on half-pay, retired traders, and gentlemen of small means—who, by great privations, have saved a little money, and are hoping, by its investment, to hit upon a mine of wealth. The perusal of *Bale v. Cleland* will give, even to solicitors, an insight into the mode by which the public are gulled

into insane speculations, that will be invaluable to their clients.

About five years ago the Asphaltum Company was formed, for the purpose of working certain mines in Cuba, containing petroleum, a natural bituminous oil, and asphaltum, a mineral pitch from which paraffin is manufactured. A large sum was expended in the purchase of these mines, and in the erection of extensive works at Millwall, in the Isle of Dogs, for the manufacture of the asphaltum, to which place it had been shipped for that purpose. As is usually the case with property situate at so great a distance, where ordinary investigations cannot be satisfactorily conducted, and the directors and shareholders are obliged, in a great measure, to rely upon the information of the promoter of a company or the owner of the property, the yield of the mines was far less valuable than the vendor represented, and than the directors, upon that representation, believed, and the works were carried on at a loss. The directors, however, affected to think otherwise, and accordingly circulated various statements showing the prosperity of the company, which induced Mr. Bale to make a large investment in its shares. The secretary did not believe in the flourishing condition of the company, and he accordingly prepared a balance-sheet showing heavy losses. The directors, or some of them, however, prepared a balance-sheet, on the contrary, showing a result the very opposite of the secretary's. The secretary, nevertheless, proved to be correct, for the Board were obliged to abandon the undertaking, and the company came under the operation of the Winding-up Acts. The plaintiff found himself not only a loser of the money he had invested, but also involved in the liabilities of a contributory. In the action tried at Guildford, he charged the defendants with making statements that were untrue and fraudulent. These imputations, however, were subsequently withdrawn, upon an arrangement that the plaintiff was to receive a large portion of his claim—a compromise which would lead to the inference that the plaintiff thought that all the representations upon the faith of which he bought his shares may have been owing more to inaccuracy in point of fact than to any wilful intention to deceive the public. This termination cannot be otherwise than satisfactory to the directors. What view the jury would have taken of their conduct it is not for us to say, for the evidence furnished some remarkable disclosures. The enormous sums invested by men who, a few years since, would have found it difficult to subscribe as many hundreds as they have thousands—the reckless way in which a shareholder, whose position ought to have deterred him from such practices, proposed the payment of a dividend by a company that had been carried on at a loss, thus making the capital pay that which the law says shall come out of profits only—the dissensions with reference to the balance-sheet, between the directors and the secretary and auditor—the manner in which that document was transformed from a loss into a profit—the grandiloquent representations of the prospectus and directors' reports, founded upon, if any, the barest shade of foundation, have all a tendency to shake the confidence of the public—at least, the wise and prudent portion of it—in joint-stock undertakings. Here the company was fortunate enough to possess an honest secretary; in others, secretaries have united with directors to conceal the truth from the shareholders; whilst the Courts of Chancery and Bankruptcy disclose cases where they have done all the business on their own account, at the expense of the shareholders. The statements of the prospectus and reports of the Asphaltum Company are in remarkable contrast with the facts. How the directors whose names appeared upon them could have allowed such representations to be made, we are at a loss to imagine. We find them stating the profits which have been "deduced from actual working," at nearly £22,000 a-year, when in fact the undertaking was being

carried on at a loss. The auditor refused to sign this balance-sheet because it showed a profit available for dividend, when the accumulated debt of the company was nearly equal to £10,000; and in the face of these facts, which, the directors ought to have known, were liable to be dragged from the seclusion of the board-room into the open glare of a court of justice at the instance of any refractory shareholder, the directors report to the shareholders that the accounts have been carefully audited and found correct. Upon the strength of this statement, we will assume, for the credit of the gentleman who made the wild motion, a dividend at the rate of ten per cent. was actually declared by the shareholders, payable of course out of capital—not out of losses, of which there were plenty—not out of profits, of which there were none. The secretary's evidence is worthy of note. He stated that he was compelled, against his own judgment, so to modify his balance-sheet that his deficiency of £2,200 was converted into a considerable surplus. Can it be inferred from these facts that the directors honestly believed in the prosperity of the undertaking, or that they were justified in their reports and financial statements? Whatever may have been their views of the mode in which the accounts should be made out, did they act *bona fide* in the view which they took of the financial position of the company, so opposed as it was to that of the secretary and auditor? In point of law, their motives or intentions are of little importance. If they deceived, whether through inadvertence or wilful fraud, or through errors arising from negligence, the law takes the same view of their conduct. Whether they be guilty of moral or legal fraud, it is immaterial; and it is very just that this should be so. Some protection against the designs, or inadvertence, or negligence of directors, should be afforded by the law to the large numbers of persons who are continually seeking investments for their small savings in joint-stock enterprises; and it is well that directors should see in this case a moral that will deter them from any practices that will not meet the light of day. The records of our law courts are monuments of the instances in which credulous shareholders are the victims of such a system, and any professional man can, from his own experience, multiply instances by a list of cases that are the subject of amicable arrangement, where people of small means have been victimised. Speculators have no means of checking the accuracy of reports and balance-sheets; and the fact of their being so often cooked, shows that there are many dupes to be caught amongst the public. But a duty and serious responsibility is cast upon directors to be careful and accurate in those statements by which the unwary may be caught, lest they should find themselves losers, not only in purse, but also in fame.

This case reads a moral lesson to directors, secretaries, auditors, rash and improvident speculators and shareholders, and, above all, to persons undertaking enterprises which must be carried on in a foreign country, beyond the reach of scrutiny and investigation.

REAL PROPERTY LAW.

WEST INDIAN INCUMBERED ESTATES COURT. PRIORITY OF CONSIGNEES.

[A note of the following important decision has been supplied to us by the kindness of Counsel.]

(Before H. J. SPOONER, Esq., Chief Commissioner.)

Re MacDowall Ex parte Normand and Others.

The consignee of a West Indian estate is entitled to a lien on the corpus of the estate for advances made by him for its cultivation, in priority to all other incumbrancers, including the assignees of a Crown mortgage, under the Hurricane Loan Act, 2 & 3 Will. 4, c. 125.

This case stood for judgment on the final settlement of the schedule. The judgment contains a statement of the facts.

Mr. Colt appeared for the petitioners, and Mr. W. W. Mackeson for Messrs. Graham & Co., claimants as consignees.

Aug. 10.—The Chief Commissioner delivered judgment as follows:—

These are objections, filed by James Normand and others (the petitioners in this case), to the draft schedule of incumbrances settled by the secretary, seeking that the same may be varied, by giving the incumbrance of the petitioners priority over that of Messrs. Graham, Porter, & Co., consignees of the estate, which now stands first.

The moneys to which the schedule relates, arise from two undivided third parts of the Park Hill Estate, in the Island of St. Vincent, which were sold, together with the remaining one-third part (held under a different title), by order of this Court, on the 8th of March last.

The following appear to be the material circumstances of the case:—The Park Hill Estate formerly belonged to Allan MacDowall, who, by indentures dated the 19th and 20th of May, 1834, made under the 2 & 3 Will. 4, c. 125 (commonly called the Hurricane Loan Act), mortgaged the two-thirds in question to the Crown, to secure a loan of £2,650, advanced under the above Act. All the existing incumbrancers on the estate concurred in the above mortgage, and postponed their securities; but, independently of such postponement, it is provided by the statute that all mortgages made thereunder should have priority over all other mortgages and securities charged or chargeable upon the property.

This mortgage was, on the 12th of October, 1844, transferred by the Hurricane Loan Commissioners, under the powers conferred by the statute 7 & 8 Vict. c. 17, to Messrs. Muir & Donaldson; and, after *meane assignments*, it was, on the 4th May, 1859, assigned to the petitioners. It is not disputed that this mortgage has priority, either by date or by postponement, or by the force of the above statute, over all incumbrances other than that of Messrs. Graham, Porter, & Co., the consignees, which has arisen in the following manner.

In 1835, Walter Cockburn became consignee of the whole estate, under an agreement to which Allan MacDowall and a great number of persons interested in the estate (including the owners of certain judgment debts, which have also become vested in the petitioners, but not including the Crown mortgagees) were parties, and large sums were advanced by Walter Cockburn for the cultivation and management.

Allan MacDowall died in 1837, having devised the estate, subject to certain charges, to his son, John Vincent MacDowall.

On the 2nd of November, 1839, a further agreement was made between certain persons, all creditors of Allan MacDowall, including probably the owners of the judgment debts now vested in the petitioners, but not the Crown mortgagees and Walter Cockburn, whereby Walter Cockburn was continued as consignee.

Walter Cockburn died in February, 1840, shortly after the date of the last-mentioned agreement, at which time a sum of £2,407 appears to have been due to his estate; but the business of consignee was, by the consent of all parties, carried on by his executors and representatives until the 8th of March, 1854, when George Stodart, who then represented the estate of Walter Cockburn, assigned the debt due to that estate from the Park Hill Estate, amounting to £5,409 *ls. 4d.*, for the sum of £700, to Legall, Graham, & Co., who thereupon became, and remained, consignees of the estate up to the date of the sale in this court.

Contemporaneously with the above assignment, the parties entitled to the estate under the will of Allan MacDowall, executed a legal mortgage of the estate to Legall, Graham, & Co., to secure the further sum of £1,500 then due for the cultivation of the estate, and further advances. The firm of Legall, Graham, & Co. is now represented by Graham, Porter, & Co., and they have brought in a claim against the estate amounting to £4,847 in respect of moneys paid by them for the

management and cultivation of the estate since they became consignees, including the above sums of £700 and £1,500.

It appears by the affidavits of Mr. James Graham and Mr. Rennie, and letters and receipts which have been given in evidence, that the petitioners as well as their predecessors in title, both as to the Crown mortgage and the judgment debts already referred to, were fully aware that Messrs. Graham & Porter and their predecessors acted as consignees, communicated with them as such, and received payments of interest from them in respect of the said mortgage.

On the part of the petitioners, and in support of their objections, it has been contended substantially—1st, that consignees have no lien in the absence of contract; 2ndly, that no contract exists in the present case; 3rdly, that the Act 2 & 3 Will. 4 gives the Crown mortgage assigned to the petitioners a priority over all other incumbrances discharged, even of any lien which may have arisen by any contract entered into by them, or those under whom they claim.

On the first point, I am of opinion, on the authority of the cases cited, and for the reasons given in my judgments in the cases of *Ex parte Chapman*, *Ex parte Greathead*, and *Ex parte Fraser*, which are reported in Cust's West Indian Incumbered Estates Acts, pp. 156 and 172, and which have obtained the honour of Lord Kingsdown's praise in delivering the judgment of the Privy Council in the case of *Fraser v. Burgess*, 13 Moo. P. C. C. 314, that a consignee of the produce of a West Indian estate is *prima facie* entitled to a lien not only on the produce of the estate, but also on the *corpus* of the estate, for the advances made for its cultivation, independently of any contract; and that if the estate be sold, and it becomes the duty of a court of equity to distribute the proceeds, that lien must have priority over all others. I am aware there is no precise decision to this effect; that Lord Justice Turner has stated that he has never been able to make up his mind on the point; and that doubts and even contrary opinions to what I have expressed have been entertained by some learned judges, as noticed in the judgment of this Court already referred to. But, on the other hand, the balance of judicial decisions and dicta, from the case of *Scott v. Nesbitt*, before Lord Eldon, to the case of *Morrison v. Morrison*, before Vice-Chancellor Stuart, and, I may add, the case of *Fraser v. Burgess*, appears to me so overwhelming in favour of the lien of the consignee, and the reliance which the commercial interests have undoubtedly placed upon this lien has confessedly been so explicit, that I feel compelled to adhere to the decisions of this Court in the cases I have already cited, although I cannot help feeling the great responsibility which is cast on me. The point is, I am aware, expressly reserved in the judgment of Lord Kingsdown in the case of *Fraser v. Burgess*, and again by Lord Justice Turner, in delivering a more recent judgment of the Privy Council in *Daniel v. Trotman*, 11 W. R. 717. But there are some observations of Lord Kingsdown, in the former case, which appear to me to favour very strongly the conclusion to which I have come. He says, "The question whether the Court, at the instance of a consignee, would order the balance due to him to be raised by sale or mortgage of the estate, when a sale or mortgage is not required for any other purpose, does not in this case arise. The rule that the lien exists as against the income of the estate, has been extended to the case where a portion of the estate has been converted into money by the Legislature substituting for the slaves on the estate the compensation-money awarded in respect of the compulsory emancipation. The same principle seems properly applicable to a case like the present, where the incumbrancers, by procuring a sale of the estate, have put a stop to the profits, on which the consignee would have a lien. The trade, if that analogy be adopted, has in effect been sold, and the proceeds of the sale are subject to the claims of those who would have had a demand on the profits while it remained unsold." The

concluding words which I have quoted from Lord Kingsdown's judgment appear to me to apply most precisely to the present case.

On the second point, I am of opinion that there is some evidence in this case in support of an implied contract between these incumbrancers and the consignees, that the latter (supposing them not to have a lien for their advances by the general or special rules of equity) should be entitled to such lien, at all events on the produce of the estate; and the estate being now sold on the petition of the incumbrancers, that such lien would apparently become transferred to the *corpus*, according to the dictum of Lord Kingsdown already cited. Entertaining, however, the view that I do as to the right of the consignees to the lien in question, independently of contract, I do not consider it necessary for me to consider minutely the weight of that evidence. Moreover, there is great obscurity as to portions of it; and if my decision is desired upon this point, I must direct it to be re-argued, with liberty to produce any further evidence.

On the third point, I am of opinion that the Act 2 & 3 Will. 4, c. 125, gives the Crown mortgagee priority over all incumbrances existing at the date of the mortgage, but not against any lien arising subsequently, by the general or special rules of equity, or by express or implied contract of the parties entitled to the Crown mortgage; and being of opinion that the consignees have acquired a lien by such rules, and also probably by contract, I think that it has priority over the Crown mortgage. The advances are for the benefit of the Crown mortgagees as much as, and probably more than, any other incumbrancers, and there is no reason why they should not be subject to the same liability in respect of them.

It has also been urged by the petitioners, that, although the consignees have a claim for advances by them for supplies, they ought not to be allowed a claim for their advances for interest paid to incumbrancers. This is a peculiarly hard objection from those who have received the interest in question themselves, and I think that the case of *Shaw v. Simpson* (1 Yo. & Coll. C. C. 732) is an authority that the interest is a proper claim, and, if anything, more favoured by the Court of Chancery than the claim for supplies. The only distinction between this case and the present is, that in the former the consignee was appointed or continued by the Court of Chancery; but if this distinction could prevail in the present case so as to defeat the rights of the consignees, it ought equally to prevail in all other cases where consignees have not been appointed or continued by the Court of Chancery to defeat their rights *in toto*.

In the course of argument it was contended by the petitioner's counsel that the acceptance by Legall, Graham, & Porter of the mortgage of £1,500, as a security for past and future advances, was a waiver of their lien as consignees. The same point arose in the case of *Ex parte Davis and Boddington*, reported in Cust's West India Incumbered Estates Acts, p. 161, and was overruled by me on the grounds there stated—and I see no reason to vary my decision in this case, and I only mention the point in case of an appeal from my present decision. With the same view, I will mention an argument urged by Mr. Mackeson, counsel of the consignees—viz., that this estate, being held in tenancy in common, and the consignees having an undoubted lien on one-third, they therefore, *ex necessitate*, had a lien on the other two-thirds. The learned counsel illustrated this by the practice of the Jamaican muleteer, who, he states, wears only one spur, well knowing that if he can get one side of the mule to progress, the other will follow. I ventured to remind him of a passage in the first canto of "Hudibras," where the same idea is expressed more pointedly; but, even with such illustration, I think the argument fails. The general rule of English law is, that no man can acquire a lien for advances made for the benefit of another man's property without his authority, although it is said to be otherwise according to the law of other countries, where the civil law prevails (*Barton*

v. Smees, 1 Ves. Sen. 155). The property consisting of undivided parts, does not appear to me to constitute an exception to the rule. The case of *Bernard v. Davies*, 11 W. R. 48, was cited in argument. It relates only to the lien of managers, and the question as to the lien of consignees, on which Lord Justice Turner and so many learned judges have reserved their judgments, did not properly arise, and was not fully considered in it.

I therefore think that the consignees have been rightly placed first on this schedule for the amount due to them, subject to any questions of account; and I overrule these objections unless a further hearing is desired on the point which I have mentioned.

The usual account of what is due to the consignees, for advances made by them on account of interest as well as of supplies, will be taken by the secretary, if the parties require it.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar PEPPY.)

Aug. 23.—*In re John Wood*.—The bankrupt was described as late of Falcon-street, City, and Winchester, attorney-at-law, now a prisoner in Whitecross-street. He was adjudicated upon the petition of Mr. James Anderton, of 20, New Bridge-street, gentleman. The debts and liabilities are estimated at about £8,000, with assets of uncertain amount. The bankrupt, who was formerly a partner in the firm of Wood & France, solicitors, Falcon-square, had been a member of the Common Council, and took part in the arrangements for entertainments to illustrious personages.

This was a first meeting for proof of debts. Proofs to the amount of nearly £4,000 were admitted, and Mr. Anderton, the petitioning creditor, and Mr. Herring, of Aldersgate-street, wholesale druggist, were elected trade assignees.

MIDDLESEX SESSIONS.

(Before Mr. Serjeant GASELEE [sitting for Mr. W. H. Bodkin], the assistant-judge, Mr. J. PAYNE, the deputy assistant judge, Mr. R. KEPP, Mr. B. SHARP, Mr. PARBURY, Dr. JERVIS, Sir JAMES TYLER, Mr. C. WHITE, and Mr. TEWART, Justices.)

Aug. 24.—George Heatley surrendered upon bail to a charge of stealing two eggs, the property of Mr. Ollis, a grocer, of Enfield.

Mr. Ribton (instructed by Mr. Chandler) prosecuted; Mr. Metcalfe (instructed by Messrs. Cole & Rignall) defended.

This was an extraordinary case, from the small value of the articles—about 1d. or 2d.—and the circumstances under which they were alleged to have been stolen. The prosecutor has kept a shop during the last six months at Enfield, and the prisoner has lived for many years in a house close to it. The prisoner was in the habit of buying small articles, and paying money on account of them.

On Saturday, the 6th of August, when other customers were being served, he purchased a pound of moist sugar. He waited while the other persons were being served, and when they had left purchased a little tea and some butter. According to the prosecutor's account, he saw the prisoner take two eggs and put them in his pocket, and he also saw him pay the shop-boy fivepence and leave. He did not come from the place where he was concealed and follow the prisoner, or tell the boy what had happened, and the boy did not see the eggs taken. This happened in the morning, and in the evening, after communicating with the police, the prisoner was apprehended. In the interval he had been to the shop again and bought a halfpenny-worth of birdseed, and the prosecutor said nothing to him about the eggs. On the prisoner's house being searched, two eggs were found on the dresser, and he stated that they had been given to him by Mr. Hawkins, a butcher, for whom he had worked.

In cross-examination, the prosecutor said he had bought a horse of Mr. Hawkins about two months ago, and paid for it since this affair. The prisoner attended to the horse after it was bought, but he did not consider that he owed the prisoner anything for his services.

Mr. Hawkins said he gave the prisoner a piece of lamb and some money, but no eggs. He had a son, and he was not present to-day.

In cross-examination he said he had to go to Mr. Ollis to

get his money for the horse, and he was determined to have either the horse or the money. The money was paid before this affair of the eggs.

The defence was that the prosecutor was influenced by vindictive feeling towards the prisoner, on account of the demand for payment for his services in attending the horse, and that he had purposely delayed making the charge until the evening of Saturday, in order that he might have the satisfaction of locking him up until the Monday morning. Comments were also made on the injustice of not giving the prisoner the opportunity of showing his innocence at once by being searched, and in the absence of all corroboration of the prosecutor's story that the eggs were ever stolen, as well as the contradiction between him and Mr. Hawkins as to the time when the money was paid for the horse.

Witnesses were called who proved that the prisoner had been employed in the Government factory at Enfield, and that for thirty years he had borne an irreproachable character.

The jury found the prisoner Not Guilty, and the costs of the prosecution were not allowed.

MARLBOROUGH-STREET POLICE COURT.

Aug. 13.—Mr. Philip G. Booth, of the Bedford Hotel, who stated that he was a magistrate for Bedford, was charged with obtaining goods, value £30, by false pretences, from Mr. Charles Thomas, of Thomas's Hotel, Charles-street, St. James's.

Mr. D. Cameron prosecuted; Mr. Edward Lewis defended. The prisoner had been charged at this court, on the 1st of November, 1863, but was permitted to go at large on his own recognizances. Having failed to appear, a warrant was issued, and he was arrested on the 12th instant.

Mr. Thomas, proprietor of Thomas's Hotel, said—The prisoner came to my hotel about the 7th of last August, at which time the members of the Junior United Service Club were staying at my house, their own premises being under repair. The prisoner, on coming to the hotel, said the Junior United Service Club being there, he should like to take a bedroom. He came to my hotel on the 30th of August and took possession of a room. It was because I believed his statement that he was a member of the Junior United Service Club that I allowed him to have the room. The prisoner remained from the 30th of August to the end of October, and his account amounted to about £54. As the Club had left a few days before, and the prisoner still continued taking his meals as usual for several days, I asked him if he was not a member of the Junior United Service Club, and he replied, "No." I then told him that he had introduced himself as a member of the Club, that the room he had used was occupied exclusively by the members of the Club, and that if I had known he was not a member he would not have had credit, the general rule of the house being that every visitor should receive his account weekly. The prisoner then said, "You need not be afraid, as I can draw a cheque for any amount." The prisoner then said he was going to leave the hotel, and that he would give me a cheque, and he did so for £52 15s. 1d., but the cheque was given after banking hours. The prisoner stayed until the following Monday morning, and then he gave my porter another cheque for £1 8s. for the additional time. The two cheques, when presented at Messrs. Roberts & Co., were returned marked "account closed."

By Mr. Lewis.—I charged the prisoner with giving cheques when he had no effects at the bankers'. I do not remember that the magistrate at the time said the prisoner had not obtained anything in consequence of giving the cheques.

Mr. E. Lewis wished to have the notes taken by the clerk at the time read.

The notes of the clerk were read. There was nothing in them relative to the Junior United Service Club.

Police-sergeant Butcher and Police-sergeant Lester stated there were several other charges against the prisoner.

Mr. Knox remanded him till Wednesday, on which day he was fully committed for trial.

GENERAL CORRESPONDENCE.

THE MANCHESTER AND SALFORD COURTS OF RECORD.

Sir,—In connection with a letter from Mr. J. H. Halme, which appeared in your Journal on the 11th of June, the following report, on the subject of the proposed amalgamation of the Courts of Record of the Hundred of Salford and of Manchester, may be interesting to your readers:—

The committee appointed by the council on the 2nd December last, to prepare reasons against the proposed amalgamation of the Courts of Record for the Hundred of Salford and the city of Manchester, and to forward a statement of such reasons to Mr. Stanistreet, the solicitor to the Earl of Sefton, beg to report that on the 7th day of July they forwarded the following statement to Mr. Stanistreet, namely:—

Re Courts of Record for the Hundred of Salford and the City of Manchester.

Reasons why, in the opinion of the town council of the borough of Salford, the Court of Record for the Hundred of Salford should not be merged in that for the city of Manchester.

1. The Salford Hundred Court is the more ancient of the two, having existed for at least one thousand years, whilst the Manchester Court has only existed since the year 1845. The ancestors of the present Earl of Sefton have held the office of high steward of the Salford Hundred Court, by Royal letters patent, ever since the reign of King Henry the Sixth.

2. The Salford Hundred Court comprises a larger area than the Manchester Court (which was carved out of the Salford Hundred Court), and includes within its limits the important towns of Salford, Bury, Rochdale, Oldham, Ashton-under-Lyne, Middleton, Heywood, Wigan, Bolton, and Littleborough; whilst the Manchester Court comprises the city of Manchester only. In actions for amounts up to £50, the Salford Hundred Court has jurisdiction over the whole hundred, excepting Manchester, and for amounts under forty shillings even within the city of Manchester.

3. The town council of Salford has recently, at considerable cost, completed one of the best and most convenient court-houses in the district, expressly for the use of the Salford Hundred Court. The Manchester Court has no court-house, but holds its sittings in one of the rooms of the Manchester Town-hall.

4. The borough of Salford, according to the census of 1861, contained a population of 102,414, and during the ten years proceeding that year had increased in population at the rate of 2.03 per cent. per annum; whilst the city of Manchester, during the same period, increased at the rate of 1.32 per cent. per annum only; and it is submitted that, as a matter of justice to the present and future inhabitants of the borough of Salford, no proceeding should be sanctioned which would tend to make that borough a mere suburb of Manchester.

5. The Salford Hundred Court is a Royal court, whilst the Manchester Court is simply an ordinary borough court of record.

6. The business of the Salford Hundred Court has been for the last eight years rapidly increasing. During the last six years the number of writs issued has doubled, and during the last twelve months it has had the heaviest cause list that has ever occurred, thus showing that it satisfies a public want in the hundred, and is popular both amongst the suitors and the profession.

7. The Salford Hundred Court, without any fresh power, can hold sittings either in Manchester or in any other town within the hundred. The present court-house and offices are not inconveniently situated for Manchester, while they are conveniently situated for the suitors of a great part of the hundred, being within a quarter of a mile from the principal station of the Lancashire and Yorkshire Railway Company in Salford.

8. Questions of jurisdiction seldom arise in the Salford Hundred Court, and amalgamation would not prevent such questions arising.

9. Whatever advantages might be gained, either by suitors, jurors, or the bar, from an amalgamation of the two courts, those advantages would be more easily attained by merging the modern Court of Manchester, with its limited territorial jurisdiction, in the ancient Salford Hundred Court, with its wide territorial jurisdiction, than by merging the Salford Hundred Court in that of Manchester.

10. If one court must give way to the other, the one which is a Royal court—which is interesting from its great antiquity, which is allied to a noble house as a reward for the great services of an ancestor at the battle of Agincourt, which has the greatest territorial jurisdiction, which has much the best court-house and offices, and the business of which is extending so rapidly—ought not to be called upon to merge its existence in a modern court with a more limited territorial jurisdiction, which has been only eighteen years in existence, which has no court-house, which is not a Royal court, and which has no history or associations whatever.

The committee further report that on the 19th day of July

a reply was received from Mr. Stanistreet, of which the following is a copy, namely:—

Liverpool, July 18, 1864.

Dear Sir,—I laid before Lord Sefton the statement received with your letter of the 29th ult., against the proposed scheme for amalgamating the Courts of Record for the hundred of Salford and for the city of Manchester respectively. His Lordship lately received a memorial upon the same subject, very numerously signed by solicitors practising within the hundred of Salford, and having carefully considered the whole subject, in connection with the memorial presented to him in November last by a deputation from the Manchester Law Association, he has authorised me to state that he cannot sanction the proposed scheme. In arriving at this decision, Lord Sefton has not been influenced by any private or pecuniary consideration, but by a sense of what is due to the borough and hundred of Salford, and by a conviction that the court with which he and his ancestors have been so long connected is one of great and increasing public utility throughout the large and important district over which it has exclusive jurisdiction.—I am, dear sir, yours faithfully,

(Signed) JOHN STANISTREET.

Geo. Brett, Esq., Town-clerk, Salford.

On the motion of Alderman DAVIES, seconded by Alderman PELLET, it was resolved—"That the report of the committee appointed to prepare reasons against the proposed amalgamation of the Courts of Record for the hundred of Salford and the city of Manchester, now ready, be received, adopted, and entered on the minutes of the proceedings of the council."

A. E.

PUBLIC FISHING.

Sir,—The Fishery Acts seem likely to make the fishing of our large rivers very valuable, and, therefore, to induce all possible claims of riparian owners against the public.

Can you, or your readers, inform me on the following points:—

Is not the fishery of all navigable rivers, even though not tidal, presumably a public right?

What evidence is necessary to rebut the right?

To whom does the soil of such a river belong?

May the public anchor a boat in it, in order to fish?

If there be a public path beside the river, may they fish from this path?

Suppose a man trespasses on land in order to exercise a public right of fishery, is he liable for anything more than the trespass on the land?

Two or three of these questions are, I think, not difficult, but I should like the opinion of others upon them all. I can find hardly any decisions upon them.

Aug. 20, 1864.

14808 Nominos.

COUNTY COURT JURORS AND JUDGES.

Sir,—In your last number you speak of the evil of "enabling a clique of five jurors, summoned at the instance of one of the parties to a cause, who is actuated by the ignoble object of snatching a verdict founded on prejudice, against every principle of right and justice."

How you found your opinion as to jurors, and the objects of summoning them, I know not, except from the two cases you cite; but let me remind you that prejudices, and not only prejudices, but ignorance or carelessness, may exist on the bench as well as in the box. For my part, I have had to do with a County Court judge, who, whether from natural or acquired bearishness, makes his court like a cockpit, and himself the terror of witnesses and the disgust of attorneys.

I can only say that, if juries were abolished, I would never enter his court again. Even now, the attorneys have almost deserted it.

ONE, &c.

20th August, 1864.

BANKRUPTCY.

Sir,—Will some County Court's Registrar, who is *au fait* in bankruptcy matters, be good enough to answer the following queries?—

1. Are any, and what, fees (over and above the stamp on petition and order of discharge) payable to the registrar of a County Court by the bankrupt, where there is no estate?

2. If no fees are payable by the bankrupt, is the registrar entitled to the fee of £1 for attendance at first meeting of creditors, where there is no estate; and if so, from whom would he receive same?

The words of the general orders issued by the committee of County Courts' judges to the registrars are somewhat vague, the expression being that "The registrar may take the registrar's and official assignee's fees thereunder set forth;" but no mention is made of whom the registrar is to take the fees—whether from the bankrupt or out of the estate, nor, where there is no estate, how the registrar is to be paid.

X.

23rd August, 1864.

THE MAGISTRATES' CLERKSHIP AT ASHTON-UNDER-LYNE.

Sir,—In the paragraph on this subject which appeared in the *Solicitors' Journal* of Saturday last, you have, by adopting the fictions and inferences of a local partisan journal as facts, done the magistrates of this borough, and, indirectly, myself, a considerable amount of injustice, and I claim the right to say a few words upon the subject.

Mr. Hall had not been for thirteen years, or for any time, clerk to the borough magistrates in the sense you represent the matter.

Shortly after the incorporation of this borough, a separate commission of the peace was obtained, and, according to the Municipal Corporations Act, there ought immediately to have been a clerk appointed to the borough bench; and the usual plan in this district is, for such clerk to be paid by salary. A clerk, however, was not appointed in the customary way; but some arrangements were made by which the business was conducted jointly by Mr. Henry Gartside, the then town clerk, and Mr. Henry Hall. I need only call your attention to the matter to satisfy you that the statement in the paragraph I have alluded to, that "any magistrate has a right to appoint what clerk he likes," is a mistake. You may as well talk of two town clerks, or two mayors, as two clerks to borough justices. Mr. Gartside and Mr. Hall continued to conduct the business as joint clerks until last month; but for many years Mr. Gartside held his share of the office as a sinecure in connection with the town clerkship.

Mr. Gartside resigned the town clerkship in December last, but continued to hold the office of joint clerk to the justices—rather, to receive a portion of the fees—without doing any work; and it seems to have been considered by the council, and by the magistrates, that one clerk was sufficient, and ought to be paid by salary; and they had before them the example of three boroughs and a petty sessional division, within five miles, where all the clerks were paid by salary, and considerable sums out of the fees diverted to other purposes—viz., the boroughs of Oldham, Manchester, and Salford, and the petty sessional division of Manchester.

With regard to the personal question, I may say that I was unanimously appointed Mr. Gartside's successor in the town clerkship in December last. I had previously taken but a very moderate part in political matters, and I was a long way from being up to the standard of the majority of the council. I believe there never was an appointment of the kind made less from political motives, and since my appointment I have done nothing politically; but I have worked hard for the corporation. Owing to the public works which have been undertaken here on account of the cotton famine, I was called upon to do several years' work during the first six months I held the office, and I did this work, I believe, to the entire satisfaction of the council, and of all parties in the council.

This was the state of the case when the council and the justices determined to make the change in the magistrates' clerkship, and I have reason to believe that many of the justices considered that I was entitled to any position Mr. Gartside held in connection with the office, and that the work I had done for the corporation weighed with them in deciding whether I or Mr. Hall should have the office. The latter consideration is not one that I should have put forth if I had applied for the office, but one likely to weigh with the magistrates. That Mr. Gartside held his position in connection with the magistrates' clerkship in his capacity of town clerk, seems to be generally admitted. He was, at any rate, town clerk when he received the appointment, and did no work for the money he received. The fact that Mr. Gartside was one of the clerks to the justices has been suppressed by Mr. Hall's friends. They know it is the weak point in his case, and, as their object is to make political capital, they have kept it out of sight.

I have given you an outline of the facts, and I beg now to state further, for myself, that, if the matter had rested with me, Mr. Hall and Mr. Gartside would still have been clerks to the magistrates. I did not want the office, and made no application for it, nor did I wish to see any change made with

regard to it; but it is one thing seeking for an office, and another refusing it when voluntarily offered.

Mr. Hall and his political friends are about the last men who should complain of changes of this description. Mr. Hall and his late partners have for forty years been in undisturbed possession of the clerkship to the county justices at Ashton-under-Lyne, and Mr. Hall has, from time to time, had slices of his neighbours' districts added to his own; and this notwithstanding the fact that his political opponents have generally, and, I believe, always, been in a majority in the district, and notwithstanding the fact, which is well known to you, that each county justice has a right to appoint his own clerk.

Within twenty-five years, two townships and part of another, containing an aggregate population of 25,000, have been transferred from Mr. Hibbert, of Hyde, and given to Mr. Hall, which business Mr. Hall still enjoys; and yet Mr. Hibbert was a consistent political opponent of Mr. Hall's. There are few districts in the kingdom where politics have had less to do with legal appointments than this. At any rate, those who differ from Mr. Hall should not be blamed.

Ashton-under-Lyne, Aug. 24. WILLIAM MARSHALL.

[In our remarks made last week we carefully abstained from casting blame on Mr. Hall's successor. If, as is here asserted, Mr. Hall never was clerk to the borough magistrates, of course what was said as to his dismissal was inapplicable; but, making every allowance for the heat of party feeling, we cannot but believe that there is some amount of truth in what Mr. Hall and his defenders, in the local papers assert.—Ed. S. J.]

AUDIENCE OF SOLICITORS' CLERKS.

Sir,—If your correspondent, "S. J. E.," will refer to the Act 11 & 12 Vict. c. 43, s. 12, he will find that "counsel or attorney" is allowed to make full answer and defence to any complaint brought before justices, and to examine and cross-examine witnesses, but nothing is said about articles or other clerks; consequently, the justices, I think, are perfectly right in refusing audience to those parties.

If he will also refer to section 2 of the 6 & 7 Vict. c. 73, he will see that "no person shall act as attorney or solicitor before any justice or justices" unless such person shall have been admitted and enrolled as an attorney or solicitor.

It appears that unqualified persons cannot legally act before justices, if the latter had the power of allowing them to do so.

A. F. T. S.

APPOINTMENTS.

GEORGE BECKE, of No. 8, Bedford-row, in the county of Middlesex, gentleman, to be a London commissioner for administering oaths in common law in the Courts of Queen's Bench, Common Pleas, and Exchequer.

WILLIAM BURRA ARNISON, of Penrith, in the county of Cumberland, gentleman, to be one of the perpetual commissioners for taking the acknowledgments of married women in and for the county of Cumberland.

THOMAS WORTHINGTON, of the borough of Derby, gentleman, to be a Commissioner to administer oaths in the High Court of Chancery in England.

JOHN BOROUGH, of Derby, in and for the county of Derby, and JOHN DOBREE NORWOOD, of Ashford, Kent, in and for the county of Kent, gentlemen, to be Perpetual Commissioners for taking the acknowledgments of married women.

IRELAND.

LANDED ESTATES COURT.

A Parliamentary return, issued on motion of Mr. Cogan, contains copies of the memorials presented to the Judges of the Landed Estates Court by the Council of the Incorporated Society of Attorneys and Solicitors of Ireland, on the subject of the recent rule requiring conveyances, with the memorials thereof for registering, to be printed, and conveyances to be set forth in such memorials in *extenso*; and likewise the correspondence between the judges and memorialists on the subject. The memorandum of the judges, dated 11th December, 1863, states that they "did not make the change until after they had frequent complaints of the careless and inaccurate manner

in which the purchase deeds tendered to them for execution had been engrossed. They found it practically impossible to procure written engrossments free from mistakes, interlineations, and erasures, and they were obliged to have recourse to printing to guard against frauds, and to secure to the purchaser a properly engrossed deed." They also state that after making experiments they believe type-printing safer and more durable than written engrossments. The Council of the Incorporated Society reply that "the whole conveyancing of the United Kingdom is, and has been, and is likely to be, by manuscript engrossments." They quote Dr. Ure's authority for the statement that printing ink is more destructible than writing ink, and conclude:—"Your memorialists feel that, inasmuch as solicitors are the persons who prepare the conveyances, and who alone have the power of selecting the ink, the charge of possible fraud made might be thought by the public to apply to them, which your memorialists cannot consider was your lordships' intention—no instance of any such fraud having, as they believe, ever occurred." The judges, finally, on the 18th of February, 1864, instruct Mr. Henry Carey to state that they "are of opinion that, no reasons other than those contained in the original memorial having been adduced, they must abide by the terms" of their former memorandum.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

THE LATE STATE PROSECUTIONS.

Letter from Algernon Jones, Esq., Advocate in the Imperial Court of Paris:—

"Sir,—I intended giving you an account of the law of France concerning property in marriage, but on second thoughts it occurs to me I had better put off that which can keep for some other time, and send you what the French call *actualité*—namely, some particulars concerning the trial which took place on Friday last, and which is the topic of the day in France. It was a prosecution directed against certain gentlemen, several of whom are members of the Paris bar, and two members of the Chamber of Deputies, for an offence, to give a proper notion of which I must enter into some explanation. Everybody in England is more or less cognizant of the state of political affairs in France. It is well known that to operate upon the elections, the Imperial Government uses every mode of action in its power, and that power is great with such an engine as centralization at hand. Every prefect receiving orders direct from the Minister of the Interior—every prefect being the head of his department, and communicating through the sub-prefects to every mayor of every *sous-prefecture*—the behests of the Government, the inspirations of the supreme power, are thus, at a word from Paris, circulated and enforced in a moment in the remotest village in France. To counteract such overpowering influences, and not be reduced to naught, the Opposition has found it necessary to strive to the utmost against the patronage, the influence, and the intimidation which could be used by the Government; they could but collect and blow upon the dispersed embers of the liberal and other parties adverse to the Government, enlighten and awaken the electors, and protect such as adhered to them from any attempt of the authorities to dispute their rights, and prevent them from exercising the same. A certain number, therefore, of members of the Opposition bar, united, in 1860 I believe, to publish a book called "*Le Manuel Electoral*," or handybook of the elector, and the purpose of which was to enlighten the electors as to their rights. The men whose signatures appear on the *Manuel* are Messrs. Herold, Herisson, advocates in the Court of Cassation; Clamageron, Durier, Floquet, Ferry, and Dréo, advocates in the Imperial Court; the latter, the son-in-law of M. Garnier-Pagès. As the time came on for the general elections, those gentlemen formed themselves into a consulting committee for the purpose of giving gratuitous advice on the law of elections, and were joined by Messrs. Marie, the eminent advocate; Jules Simon, the distinguished philosopher and writer; Henri Martin, the historian; Carnot, Garnier-Pagès, Carbon, and Charton. Letters were written into the departments to recommend the elections of certain candidates, and a subscription was entered into to provide for electioneering expenses and publications, and the result of which did not amount to more than 20,000 francs. The result of the elections of Paris, and the re-election of M. Pelletan, having much irritated the Government, it was determined to suppress such an improper resistance to its paternal intentions by all the means that might be extracted from the arsenal of the law. In consequence, the statute-book

was ransacked, and it appeared to the law officers of the Crown that the Article 291 of the Penal Code, together with the law of the 10th of April, 1834, might be put into requisition for the purpose. These prohibit unauthorised associations of more than twenty persons, created for the purpose of coming together for political, religious, or other purposes, at stated times. In consequence, a series of "domiciliary visits" were unexpectedly made at the residences of all parties suspected to be connected with the matter. Their papers were seized, and, when they happened not to be present, their desks and closets were broken open; indeed, in one case, a series of letters from the same persons, and referring to the very unpolitical subject of *love*, were leisurely read, I am informed, with facetious comments on the part of the police official who presided at the investigation, notwithstanding the protest of the porter present, and subsequently left on the floor. A large number of letters, showing a political correspondence with reference to the elections, was delivered up to M. de Gouay, judge of instruction, and, after due time, he produced an indictment committing for trial, on the above charge, before the Tribunal of Correctional Police, Messrs. Garnier-Pagès and Carnot, members of the Chamber of Deputies, the authors of the "*Manuel Electoral*;" Messrs. Carbon and Jozon, republican notabilities; M. Meisheim, a solicitor at Sollestadt; and M. Bory, a barrister, of Marseilles. Previous to the trial, MM. Marie, Simon, Martin, and others wrote a letter in the newspapers, claiming to be joined in the prosecution, as being guilty of the same offence. The application was not granted, and on Friday last the thirteen gentlemen above mentioned appeared in the Sixth Chamber of the Correctional Police. They were interrogated respectively; and towards the afternoon Mr. Malher, the substitute of the Procureur Imperial, made his speech for the prosecution, which was a painfully laborious task. That terminated about six o'clock, and the Court adjourned till the next day at ten, it being expected, from the number of the counsel, that the trial would be long. At a quarter-past ten, M. Jules Favre began his speech for M. Garnier-Pagès. M. Favre's name is well known all over the world as an eminent French counsel, but more especially as the head of the small but vigorous phalanx of Opposition members, whose eternal honour it will be to have maintained their ground undaunted against legions, and to have made themselves respected, and even feared, by their energy and their talents. To those who have a better opportunity of knowing him, M. Favre is more than that—he is a man of vast acquirements, of transcendent facilities and eloquence, of a most constant political character; and, though continually occupied in business of the greatest moment, he is always accessible to the humblest, and ready to assist him, not only with his purse, but, what is more valuable to him, his time, his advice, and his vast forensic powers. He is a man of tall and majestic stature, with a countenance stern and resolute, but capable of the most varied and even graceful and playful expression. He began his speech in the deepest silence. After expressing his astonishment and disgust at the prosecution, he plunged immediately into *medias res*, and proved, with what to me and to many others was the clearness of day, that the law was never intended to be applied to associations for electioneering purposes; that the parties prosecuted were never connected with any other, in such a number as to make up the number of twenty-one, which the law requires. Only thirteen were prosecuted. He complained of the state of liberty in France, and excited much merriment by quoting a passage from an author who had made a comparison most unfavourable to France with the liberty which is enjoyed in England, which author turned out to be Louis Napoleon Bonaparte. He contended that a great deal more than was imputed to the defendants had been done by the partisans of the Emperor, to procure the exclusion of Cavaignac, who had shown "despotic tendency against the press," and to secure the election of Prince Napoleon, who would protect liberty and universal suffrage; and, drawing to a close, after dilating on the painful feelings such a state of things must cause, he concluded by stating that when he saw all those eminent men, determined friends of liberty, around, he was consoled, and felt that all was but a passing cloud, and that the sun would not be dimmed.

It is impossible to do justice, by any description, to the eloquence and effect of M. Favre's magnificent oration. For two hours and a-half, we, the few fortunate mortals who had succeeded in getting a seat in the crowded court, were rapt and carried away by such a flow of eloquence as I had never met with before, and am not likely to hear often again, except from the same lips. So great was his success, that the other counsel, Messrs. Senard, Dufaure, Heribert

Marie, and others of the greatest celebrity at the bar, gave up all thoughts of speaking after him, as did also the illustrious orator, M. Berryer, saying that it was impossible to add anything after such a magnificent oration, and that his respect for the judges of France would not allow him to believe that, after so irresistible a demonstration of the illegality of the prosecution, a court could be found in France to condemn the defendants. The Court, however, did condemn them each to a fine of 500 francs.

PRESS PROSECUTION.

The Tribunal of Correctional Police lately tried M. Repos, the responsible editor, and M. Riquier, the printer of the journal *La Paroisse*, for having published a periodical treating of political matters, without first obtaining the authorization of the Government. The article incriminated was on the Pontifical Brief of Lyons. The Tribunal condemned each of the prisoners to a month's imprisonment with 100fr. fine, and ordered that the journal should cease to appear.—*Galignani*.

IMPORTANT WILL CASE.

The Imperial Court of Paris has just heard an appeal from a judgment of the Civil Tribunal of Chalons-sur-Marne in an action brought by a servant-maid, named Paul, to recover a legacy left to her by her master, a M. Mogin, who died at Chalons in June, 1862. By a holograph will, dated 29th January, 1858, M. Mogin bequeathed to the person who should be in his service at the time of his decease, provided she had lived with him eight years at least, a sum of £40 in cash, and an annuity of £12 for life; and for every year's service above eight, the sum in cash was to be increased by £4, and the annuity by £1. The testator recapitulated his intentions by adding that "after twelve years' service the said person would be entitled to £56 in cash, and an annuity of £16." The person whom the testator intended to benefit was Mlle. Paul, who had entered his service in January, 1850, and was consequently with him more than eight years when the will was executed. In January, 1862, M. Mogin's family placed him in a lunatic asylum, and in February obtained a judgment declaring him incapable of managing his affairs, and appointing M. Cordier, his daughter's husband, to administer his estate. On the testator's decease, in the following June, Mlle. Paul claimed her legacy, which the family refused to pay, on the ground that she was not sufficiently designated in the will, and also because she was not in the testator's service at the time of his death. The legatee then commenced legal proceedings, which terminated in a judgment rejecting her claim with costs. Against that decision she now appealed, and her counsel argued that the proceedings in lunacy had been taken by M. Cordier for the express purpose of frustrating the testator's intentions, and offered to produce witnesses to whom the testator had stated the provision he had made for his old servant. The public minister having spoken in support of the appeal, the Court decided that the judgment must be quashed, and then, trying the case on its merits, it declared that the appellant was the person for whom the legacy was intended, and that as her service had been terminated by a fact independent of her own will as well as of the testator's, the condition attached must be considered as null and void. It accordingly condemned Cordier to pay the legacy in conformity with the will, as well as all costs of suit.

OFFICIAL NOTICE OF THE PENAL SERVITUDE AMENDMENT ACT.

The following circular letter has been addressed to the Judges, calling their attention to the Act 27 & 28 Viet. c. 47, and explaining the mode in which convicts sentenced to penal servitude in Great Britain will hereafter be treated:—

“Whitehall, Aug. 15.

“I think it right to lose no time in transmitting to you a statute which received the Royal assent at the close of the last session of Parliament, entitled ‘An Act to amend the Penal Servitude Act.’

“In doing so I feel it my duty to furnish you with correct information as to the mode in which convicts under sentence of penal servitude will now be treated.

“The principal change in the law which is effected by this statute is the abolition of sentences of penal servitude of four and three years, leaving the sentence of five years as the shortest that can be passed in any case, and authorising it in those cases where only sentences of four or three years could have been passed before. This will have the effect of increasing the severity of the penal law, which, owing to the very frequent use

of the short sentences referred to, had, in the opinion of the Royal Commissioners who lately investigated this subject, become too much relaxed. With the same object, another very important provision is added, that a person convicted of a crime punishable with penal servitude, after having been previously convicted of felony, if the Judge in his discretion thinks that the punishment of penal servitude should be inflicted, shall not be so sentenced for a shorter period than seven years.

“It will be observed that in all these cases the alternative sentence of imprisonment is not interfered with. In that respect the law continues as it stood before the passing of the late statute.

“The remainder, and by far the larger portion, of the Act refers to the granting to convicts under this sentence licences to be at large before its expiration, and introduces various regulations for the purpose of preventing the misconduct of such persons between the time of their release and that at which they would have been by law entitled to their liberty. I do not think it necessary to occupy your time with any observations upon this part of the subject, except to remark that, among other safeguards of the public, it is enacted that the conviction of a licence-holder upon indictment of any offence involves not merely a revocation of his licence, but a remission to his original sentence as it stood when his licence was granted, and this in addition to any punishment to which he may be sentenced upon such indictment.

“It appears to me that the information which you really require is rather as to the extent of the remission hereafter to be granted in such cases, and the terms upon which it is to be obtained. When you are fully informed upon these two points, you will see exactly the practical effect of the sentences which you pronounce, and will feel confident that nothing is left to accident or caprice, but that the punishment inflicted is precisely what you intended to inflict.

“In accordance with the strong recommendation of the Royal Commissioners, an important modification is about to be introduced into the convict system in reference to the granting of remissions.

“Instead of these being granted as a reward of general good conduct as heretofore, they are now to be earned by industry alone; general good conduct (such as implicit obedience to all prison rules) will be as indispensable as before, but will of itself count as nothing towards the obtaining a remission of a portion of the sentence; that can only be gained by steady and laborious industry, the degree of which will be measured and recorded every day by the assignment to each convict of a certain number of marks.

“A maximum amount of remission is fixed (as hereafter stated) as the utmost which can be attained by perfect industry, and the number of marks is so regulated that a convict must obtain the maximum number of marks every day (without any deduction for misconduct), in order to get the maximum remission. The sentence, therefore, is absolutely certain up to a certain point, but may possibly extend beyond that point, and will inevitably do so unless the convict persistently and strenuously exerts himself.

“The maximum periods of remission for male convicts are to be as follows:—

“Scale for Regulating the Discharge on Orders of Licence of Male Convicts sentenced to Penal Servitude.

Term of Sentence.	Period to be undergone in separate confinement.	Shortest period to be undergone on public works.	Maximum period to be remitted.
Years.		Yrs. Mo. Wks.	Yrs. Mo. Wks.
5	Nine months in all cases.	3 2 1	1 0 3
6		3 11 1	1 3 3
7		4 8 1	1 6 3
8		5 5 1	1 9 3
9		6 2 1	2 0 3
10		6 11 1	2 3 3
12		8 0 1	2 9 3
14		9 11 1	3 3 3
15		10 6 1	3 6 3
20		14 0 1	4 0 3

“The principle adopted by this scale is a maximum remission of a fourth part of that portion of the sentence which remains after deducting nine months for separate confinement.

“With respect to convicts hereafter sentenced to penal servitude for life, they will be considered as forming an exception to the rule that a remission of sentence may be earned by a regular course of industry. Upon this point the Royal Commissioners have reported as follows:—

“Sentences for life should, we think, be only passed on

men guilty of very aggravated crimes; but when passed they ought really to imply that those who have incurred them shall never again be allowed to return to society either at home or in a colony, unless the mercy of the Crown should be extended to them on special grounds. After a certain time, if they behave well, the severity of their punishment might be properly relaxed, but they never ought to regain even the qualified freedom of the holder of a ticket-of-leave.

"If, however, they are to be kept in perpetual confinement, this punishment may be inflicted more safely and more conveniently at home than in a colony. Should this rule as to the enforcement of sentences for life be adopted, the courts before which offenders are tried would naturally make a distinction between the most atrocious criminals and those whose guilt, though aggravated, is one degree less, by passing sentences for life on the former only, and on the latter sentences for a definite though in some cases a very long term of years."

"I propose, in accordance with these views, to reserve all cases of this nature which may arise hereafter for special consideration, with a view to a more rigid enforcement of this sentence."

"With respect to females, I also concur with the Royal Commissioners, who, for the reasons stated in page 70 of their report, recommend the remission of a larger portion of sentences of penal servitude in the case of female convicts."

"The table applicable to them will be as follows, being founded upon the principle of a *maximum* remission of a third part of each sentence:—

"Table for Regulating the Discharge on Orders of Licence of Female Convicts sentenced to Penal Servitude."

Term of Sentence.	Maximum period to be remitted.	Term of Sentence.	Maximum period to be remitted.
Years.	Yrs. Mo.	Years.	Yrs. Mo.
5	1 8	10	3 4
6	2 0	12	4 0
7	2 4	14	4 8
8	2 8	15	5 0
9	3 0	20	6 8

"There are two more points connected with convicts sentenced to penal servitude upon which I think it right to add a few words."

"The first and most important of these questions is that of their diet."

"A notion had prevailed in some quarters that this was excessive in quantity and unnecessarily good in quality, and the subject was brought under the notice of the Royal Commissioners, who, upon the evidence before them, did not feel justified in recommending any change, though they advised that experiments should be tried, in order to ascertain whether any reduction could safely be made. In consequence of this suggestion, the matter has been more fully investigated by a committee of experienced medical men, appointed for that purpose only, and the result has been a moderate reduction in the quantity of food allowed, both in the state of separate confinement, and in that of hard labour upon public works. This alteration has only just been introduced in practice, but there is no reason at present to doubt that it will be attended with success."

"The other and the only remaining question upon which I propose to make any observations is that of the amount of gratuities allowed to this class of convicts upon their discharge. An important change has been made in this respect upon the recommendation of the Royal Commissioners. The *maximum* amount which can be earned by the greatest possible industry has been largely reduced, and is to be the same whatever may be the length of the sentence. By this means a defect properly pointed out in the former system will be obviated—viz, that prisoners who were under the heaviest sentences, in consequence of the enormity of their offences, received the largest sums of money from the public upon the recovery of their freedom. They will henceforth have no more than is considered necessary to enable them to live honestly until they can be reasonably expected to procure employment."

"I am, your obedient servant, "G. GREY."

JUDGE HAYES ON THE CHARACTER OF WILLIAM III.—During a charge to a petty jury delivered by Mr. Justice Hayes, at a trial for illegal procession, which took place at the last assizes at Downpatrick, his lordship, commenting on the evidence, said:—"When I name William III., let me make due observation, and it is not to contradict or contravene what Mr. Falkiner said. He says every man has a right to cheer

William III. I think, if the thing is rightly understood, that there is not one in this country who values, and truly values, civil and religious liberty, that ought not to cheer, and join in the cheer for William III. He was the first sovereign that ever sat on the British throne who fully showed that he valued religious liberty; but it just unfortunately happens of William III., as we learn from our history, that a great party thought mighty little of him because he did that, and it was not until long after the good man was dead, that, just like other great men, his greatness survived him, and we were not sensible of his greatness till he was many a year buried—I mean his greatness as a true friend of religious liberty. But it has happened with him, as with many other men—his character has been greatly mistaken; and he that fought for religious liberty, and he that would have laid down his life for the promotion of religious liberty, has been since, unfortunately, made the tocsin of party, and his name has been used for the destruction of that very thing which he would have died to preserve. I say this, then, that if everyone there had rightly understood the character of William III., everyone ought in sincerity to have pledged and joined in the cheer for him. But, gentlemen, it has, unhappily for our country, been the case that men have made the name of William III. a watchword for party. It has been used as a means of hostility between man and man, and it is not William III., but it is those who have thus abused him, to whom all the shame and disgrace attaches for that act.—*Fermanagh Journal*.

MELANCHOLY DEATH OF MR. DOWSE, A BARRISTER.—Some excitement was created at Hendon on Wednesday week, by the discovery of the dead body of a gentleman in the water which crosses the road near the Welsh Harp Tavern. Three police constables were passing over the bridge, when one of them observed something like a human figure in the water. They went down and found it was a man lying, face downwards, with his feet towards the road, and his head in the deep part of the water. His head was covered. The body was identified the next day as that of Mr. Dowse, barrister. On Thursday so'night Dr. Lancaster, the coroner for Central Middlesex, investigated the circumstances relative to the death of the deceased, at the Welsh Harp, to which tavern the body was conveyed.—Mr. William Leigh Groves Dowse identified the body of the deceased as that of his father, who was a barrister-at-law, and sixty-one years of age. His name was William Heatrell Dowse. He had been in good health, but dreadfully low-spirited. Witness knew little or nothing of his actions. His father and mother had resided with him for the last two months at 8, Huddleston-road, Camden-road. The last time he saw him alive was on the previous Thursday evening, when he left him at a quarter to nine in the Camden Railway Station. They heard no more of him until he was informed at the police-station that his dead body had been found at Hendon. He was a man easily depressed. Witness further added that his father had practised in the late Insolvent Court, but had not been successful in private practice.—John Maknely, of 149, Fulham-road, Brompton, said he was clerk to the deceased. He saw him at ten minutes past one on Tuesday week at the office, when he told him he might go. He did not then look so well as usual. He had been low-spirited and depressed. The business was very bad.—Mr. John Growse, surgeon, deposed to having made a *post-mortem* examination of the body. There were no marks of external violence, and no appearance of poison. The body was well nourished. He concluded by stating that the cause of death was suffocation from drowning.—The coroner then referred to the melancholy case, and particularly dwelt upon the state of mind of deceased as given in evidence.—The jury gave their opinion "That the deceased destroyed his life by throwing himself into the water while in an unsound state of mind," which was at once recorded as their verdict.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BERRIDGE—On Aug. 18, at Leicester, the wife of R. B. Berridge, Esq., Solicitor, of a daughter.
LEWIS—On Aug. 22, at Wimbledon, the wife of Charles Warner Lewis, Esq., Barrister-at-Law, of a daughter.
MOORE—On Aug. 21, at John-street, Bedford-row, the wife of William Playters Moore, Esq., of Pall-mall, Solicitor, of a son, who only survived a few hours.

MARRIAGES.

COMYN-PULLEN—On Aug. 23, Edward Comyn, Esq., Barrister-at-Law, of 5, Pump-court, Temple, second son of Fitzwilliam Comyn, Esq., to Mary Louisa, eldest daughter of John Pullen, Esq., Solicitor, of the Middle Temple.
DANIEL-PURCHON—On Aug. 11, at the parish church, Leeds, Robert Farrimond Daniel, Esq., Solicitor, Leeds, to Emma, youngest daughter of the late William S. Purchon, Esq.

PILCHER-MUNSEY—On Aug. 17, at the parish church, Brighton, John G. Pilcher, Esq., of Stockwell and Egham, Surrey, Barrister-at-Law, to Caroline Ellen, eldest daughter of Major-General Munsey, of H.M.'s Madras Cavalry.

DEATHS.

ASTON—On Aug. 21, at Doughty-street, Mecklenburgh-square, Beatrice Mand Aston, daughter of James J. Aston, Esq., Barrister-at-Law, aged 7 weeks.
CROSLLEY—On Aug. 21, at Somerset Lodge, Brighton-road, Annie Burn, daughter of Edwin Crosley, Esq., aged 4 months.
GASKELL—On Aug. 21, at North-hill, Highgate, Middlesex, John Dakin Gaskell, Esq., Barrister.
NALDER—On Aug. 22, at Gloucester-street, Eccleston-square, Elizabeth, wife of Fielding Nalder, Esq., of the Chancery Bar.
NEWBON—On July 21, at Nassau, Bahamas, James Thomas Peter Newbon, Esq., eldest son of the late James Shelton Newbon, Esq., of Doctors'-commons, aged 32.
NOYES—On Aug. 22, at Eastbourne, John, second son of S. F. Noyes, Esq., Solicitor, aged 15.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:

BOWDEN, REV. HENRY JOSEPH, Slapton, near Dartmouth, Devon, FLORENCE ANDREW BOWDEN, his wife, and MARTHA ANN BOWDEN, a minor. £30 0s. 6d. Consolidated £3 per Cent. Annuities.—Claimed by said H. J. Bowden, Florence A. Bowden, and Martha A. Bowden.
BOWDEN, REV. HENRY JOSEPH, Slapton, near Dartmouth, Devon, FLORENCE ANDREW BOWDEN, his wife, and MARY BARTLETT BOWDEN, a minor. £30 0s. 6d. Consolidated £3 per Cent. Annuities.—Claimed by said Henry J. Bowden, Florence Andrews Bowden, and Mary Bartlett Bowden.
BOWDEN, REV. HENRY JOSEPH, Slapton, near Dartmouth, Devon, FLORENCE ANDREW BOWDEN, his wife, and THOMAS HENRY WALKER BOWDEN, a minor. £30 15s. 6d. Consolidated £3 per Cent. Annuities.—Claimed by said Henry Joseph Bowden, Florence Andrews Bowden, and Thomas Henry Walker Bowden.
EASTWOOD, THOMAS, Brindley, Lancaster, Esq., deceased. £152 10s. 6d. Consolidated £3 per Cent. Annuities.—Claimed by Catherine Ann Eastwood, Widow, Sole Executrix.
KENNELWAY, WILLIAM BENJAMIN, JOSEPH POWELL, and THOMAS SHUTE, all of Exeter, Merchants, deceased. £190 Consolidated £3 per Cent. Annuities.—Claimed by John Smale and William Mortimer, the surviving Executors.
PARSONS, CHARLOTTE, Newton-hall, Monmouthshire, Spinster, deceased. £234 14s. 9d. New £3 per Cent. Annuities.—Claimed by Cecil Parsons, the surviving Executor.
TOMKINS, HENRY WESTON, Sydney, Australia, Lieutenant R.N. £500 New £3 per Cent. Annuities.—Claimed by Henry Weston Tomkins.

LONDON GAZETTES.

Friendly Societies Dissolved.

FRIDAY, Aug. 19, 1864.

Working Men's Friendly Society, Market Harborough.—Aug. 12.

TUESDAY, Aug. 23, 1864.

General Friendly Institution, Newham-st, Edgware-rd. Aug. 17.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 19, 1864.

Bull, Saml, Bristol, Gent. Oct 18. Priddleux, Bristol.
Burnell, Geo, East Hoathly, Sussex. Oct 20. Kavinson, John-st, Bedford-row.
Dinham, John, Exeter, Tea Dealer. Oct 15. Daw & Son, Exeter.
Harris, Thos, Reading, Isle of Wight, Gent. Sept 29. Hearn, Ryde.
Langburne, Thos Lamb Foiden, R.N., Grosvenor Hospital. Sept 16.
Lilley, Wm, Bellbroughton, Worcester, Maister. Oct 15. Sanders, Bromsgrove.
McGhie, Wellwood Maxwell, Bury, Lancaster, Tailor. Oct 19. Grundy & Co, Bury.
Millhouse, John, Harrowby, Lincoln, Miller. Oct 1. Thompson, Grantham.
Owen, Joseph, Manch, Corn Merchant. Oct 22. Grundy & Co, Manch.
Roberts, Joseph, Sheffield, Button Manufacturer. Oct 1. Gould & Son, Sheffield.
Rehina, John, Tooley-st, Southwark, Stationer. Oct 1. Mayhew, Bargeyard, Bucklersbury.
Rogers, Eleanor, Birm, Spinster. Oct 17. Sanders, Bromsgrove.
Wallace, Geo, East Cowes, Isle of Wight, Esq. Sept 30. Fearon & Co, George-st, Westminster.
White, Rev Francis Hy, Abbots Ann, Southampton, Clerk. Nov 2. Earle & Smith, Andover.
Wigan, Geo, Birkhead, Saddler. Oct 1. Moors.

TUESDAY, Aug. 23, 1864.

Baldon, Geo, Fremington, Devon, Gent. Sept 29. Chanter & Finch, Barnstaple.
Bentley, Harriet, Drayton-grove, West Brompton, Widow. Oct 20. Crane & Co, Bedford-row.
Bentley, Mary Anne, Albert-rd, Dalston, Spinster. Oct 15. Brown & Godwin, Finsbury-pl, Finsbury-sq.
Fattitt, Thos, Laneham, Nottingham, Farmer. Sept 17. Marshall & Son.
Halley, Sarah, Berkhamstead, Hertford, Widow. Sept 30. Grover & Stocken, Hemel Hempstead.
Kershaw, Jas, Streatham, Surrey, Esq, M.P. Sept 29. Gregory & Rowcliffe, Bedford-row.
Kyffin, Jane, Toxteth-park, Lpool, Widow. Sept 16. Holden, Lpool.
Tabbs, Florie, Sanbury, Middx, Widow. Nov 18. Young & Jackson, Essex-st, Strand.
Trumper, Edwd, Nuneham, Oxford. Sept 29. Mallam, Oxford.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 19, 1864.

Brett, John Watkins, Hanover-sq, Middx, Esq. Nov 2. Brett v Carmichael, M.R.
Squire, Jacob, North Clifton, Nottingham, Gent. Nov 2. Bilyard v Cook, M.R.
Young, Leonard, Dorking, Surrey, Saddler. Nov 8. Cormack v Russell, V.C. Kinderley.

TUESDAY, Aug. 23, 1864.

Barrow, John, Spa-rd, Bermondsey, Tanner. Nov 15. Barrow v Barrow, V.C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, Aug. 19, 1864.

Dawson, John, Holbeck, nr Leeds, Machine Maker. July 29. Teals & Appleton, Leeds.

TUESDAY, Aug. 23, 1864.

Harrison, Matthew, Wisbeach, Cambridge, Cabinet Maker. Aug 19. Metcalf, Wisbeach.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 19, 1864.

Bardett, Thos, Overbury, Worcester, Farmer. July 22. Asst. Reg Aug 17.
Bennett, Robt, High-st, Bloomsbury, Olman. Aug 2. Comp. Reg Aug 18.
Benns, Robt, Steam Flour-mills, Denmark-st, St George's East. July 27. Comp. Reg Aug 18.
Bowker, Hy, Heckmondwike, York, Ironmonger. July 26. Comp. Reg Aug 18.
Bradley, Geo, Pennsett, Stafford, Contractor. Aug 12. Comp. Reg Aug 17.
Brook, Wm, Bradford, Brush Maker. Aug 4. Conv. Reg Aug 18.
Butter, Joseph, & John Butter, St John-st-rd, Corn Dealers. July 23. Comp. Reg Aug 18.
Cook, Reuben, Bemerton, Wilts, Coal Merchant. July 22. Conv. Reg Aug 17.
Copeland, John, Birm, Draper. July 27. Conv. Reg Aug 18.
Day, Richd, Birstal, York, Woollen Manufacturer. July 29. Conv. Reg Aug 17.
Gregory, Fredk, Cheltenham, Innkeeper. July 29. Asst. Reg Aug 17.
Isitt, John, Bradford, Butcher. July 21. Comp. Reg Aug 17.
Kendell, Fredk, Wood-st, Cheapside, Manufacturing Milliner. Aug 3. Comp. Reg Aug 18.
Locke, John, Bedminster Down, Somerset, Wheelwright. Aug 1. Conv. Reg Aug 18.
Locke, Leonard, Binglefield-st, Caledonian-rd, Hair Net Manufacturer. July 19.
Marnay, John, Stratford, Well Borer. Aug 15. Comp. Reg Aug 19.
Meggison, Robert Graham, South Shields, Attorney. July 21. Conv. Reg Aug 18.
Merrill, Wm, Leicester, Builder. Aug 6. Comp. Reg Aug 17.
Muir, Geo Walker, and Wm Muir, Manch, Ironmongers. July 21. Comp. Reg Aug 17.
Myers, Hy, Newman-st, Oxford-st, Warehouseman. July 25. Asst. Reg Aug 18.
Owen, Thos, Manch, Provision Dealer. July 25. Comp. Reg Aug 17.
Palmer, Edwd Richd, Durham-pl, Seven Sisters-rd, Plumber. July 25. Conv. Reg Aug 19.
Pashley, Francis, Sheffield, Table Knife Manufacturer. Aug 12. Conv. Reg Aug 17.
Roberts, Sir Rabbal Howland, Aldridge-rd-villas, Dayewater, Baronet. Aug 13. Asst. Reg Aug 19.
Roe, Robt Hy, Boston Spa, York, Artist. July 21. Asst. Reg Aug 18.
Sanderson, Edwin, Lockwood, nr Huddersfield, Spindle Manufacturer. July 27. Conv. Reg Aug 18.
Schlesinger, Andolphus, Birm, Jeweller. July 26. Comp. Reg Aug 18.
Scott, John, & John Whitaker, Bradford, Rag Merchants. July 10. Conv. Reg Aug 18.
Slater, Saml, Congleton, Chester, Tanner. Aug 6. Conv. Reg Aug 18.
Smeeton, Joseph, Leamington, Draper. July 23. Asst. Reg Aug 17.
Smith, Francis, Huddersfield, Draper. Aug 8. Conv. Reg Aug 18.
Southworth, Wm, Chorley, Lancaster, Innkeeper. July 29. Conv. Reg Aug 18.
Tait, Wm, Loughborough, Leicester, Builder. Aug 11. Conv. Reg Aug 17.
Trowbridge, Geo, Lpool, Picture Dealer. Aug 11. Comp. Reg Aug 18.
Williams, Thos, Haverfordwest, Watchmaker. Aug 13. Conv. Reg Aug 18.

TUESDAY, Aug. 23, 1864.

Allen, Wm, Great Titchfield-st, Oxford-st, Carver and Oldler. July 24. Conv. Reg Aug 16.
Broadbent, Joseph, Old Ford, Middx, Flock Merchant. Aug 9. Comp. Reg Aug 20.
Carr, Wm, nr Newport Pagnell, Bucks, Miller. July 23. Asst. Reg Aug 22.
Clark, Thos Wm, Bishopgate-st, Merchant. July 22. Asst. Reg Aug 19.
Cooper, Chas Kyme, Southwell, Nottingham, Draper. Aug 16. Conv. Reg Aug 22.
Davies, John, Oldham, Boot Dealer. Aug 4. Conv. Reg Aug 19.
Dunthorne, Joho, Nottingham, Spirit Merchant. July 30. Comp. Reg Aug 19.
Elliott, Robt Geo, Newcastle-under-Lyme, Stafford, Currier. July 23. Conv. Reg Aug 22.
Fuller, Cornelius Wetherell, Pancras-lane, London, Merchant. Aug 15. Comp. Reg Aug 22.
Garwood, Geo, Stockport-Etchells, Chester, Farmer. Aug 19. Asst. Reg Aug 22.
George, Wm, Birm, Builder. July 27. Asst. Reg Aug 20.
Green, Wm, Chawmont, Lancaster, Bolt Manufacturer. Aug 1. Conv. Reg Aug 19.
Gunthorpe, Thos, Upper Kennington-lane, Surrey, Comm Traveller. Aug 17. Asst. Reg Aug 20.
Guyer, Fredk, Bucklebury, Accountant. Aug 2. Conv. Reg Aug 20.
Higgins, Philip, Highbridge, Somerset, Baker. July 27. Conv. Reg Aug 22.

Holgate, Ebenezer, & John Walmesley Holgate, Over Darwen, Lancashire, Upholsterers. July 27. Conv. Reg Aug 23.
Holmes, Geo. Lpool, Sailmaker. Aug 3. Comp. Reg Aug 19.
Jones, Edw, Minister, Salop, Grocer. July 25. Conv. Reg Aug 22.
Marshall, Thos Edmund, Church-rd, Battersea, Gent. Aug 9. Arr. Reg Aug 22.
Macey, Jas, Weston-super-Mare, Somerset, Builder. July 30. Conv. Reg Aug 32.
Mills, Geo, Fenchurch-st, London, Merchant. July 15. Comp. Reg Aug 19.
Needler, Wm, Kingston-upon-Hull, Smack Owner. July 25. Conv. Reg Aug 19.
Rothery, Robt Cadogan, Godliman-st, Doctors'-commons, Gent. July 22. Arr. Reg Aug 19.
Rowley, Geo, Congleton, Chester, Ribbon Manufacturer. Aug 4. Comp. Reg Aug 23.
Sault, Wm, Loughborough, Leicester, Builder. Aug 11. Conv. Reg Aug 17.
Sharp, Thos Alex, Leeds, Whitesmith. Aug 2. Conv. Reg Aug 22.
Taylor, Thos, Oakfield, Salford, Day Water. July 27. Asst. Reg Aug 23.
Whitehead, Wm, Marston, Stafford, Cordwainer. July 15. Release. Reg Aug 22.
Whitfield, Henderson, Gateshead, Cabinet Maker. July 25. Conv. Reg Aug 19.
Wilson, Joshua, Manch, Publican. Aug 9. Asst. Reg Aug 23.
Young, John, Wigan, Plumber. Aug 13. Conv. Reg Aug 22.

Bankrupts.

FRIDAY, Aug. 19, 1864.

To Surrender in London.

Baker, Rich, Bond-st, Chelsea, Tailor. Pet Aug 16. Sept 5 at 12. Hill, Basinghall-st.
Ball, Wm, Knight's-hill, Lower Norwood, Builder. Pet Aug 15. Aug 30 at 1. Apps, South-sq, Gray's-inn.
Burr, Chas, Homer-rd, Hackney Wick, Optician. Pet Aug 17. Sept 5 at 1. Allen & Co, Queen-st, Cheapside.
Burr, Joseph, Salisbury-st, Lion-grove, Baker. Pet Aug 16. Sept 5 at 1. Lewis & Lewis, Ely pl, Holborn.
Campbell, Thos, Norwich, Plumber. Pet Aug 5. Aug 30 at 1. Sole & Co, Aldermanbury, for Miller & Co, Norwich.
Carmichael, Benj Cockburn, Prisoner for Debt, Whitecross-st. Pet Aug 13. Aug 30 at 1. Lawrence & Co, Old Jewry.
Clann, Edwin John Hy, Addison-rd, Notting-hill, Clerk. Pet Aug 16. Sept 5 at 12. Head & Patison, Martin's-lane.
Dorrell, Fredk Edw, Poplar, Baker. Pet Aug 17. Sept 5 at 1. Hulce & Co, Cheapside.
Druce, Edw Tredway, Praed-st, Paddington, Butcher. Pet Aug 16. Sept 5 at 11. Bobbe, St James-st, Bedford row.
Fancourt, Rich, Pensonby-st, Millbank, Beer Retailer. Pet Aug 12. Aug 30 at 12. Wright, Chancery-lane.
Garlick, John, Carlton-ter, Peckham, Baker. Pet Aug 17. Sept 5 at 1. Ody & Adams, Trinity-st, Southwark.
Golding, Hy Wm, Lombard-st, Merchant. Pet Aug 8. Aug 30 at 12. Phillips, Church-st, Lethbury.
Handford, Chas, Exchange-st, Strand, Sergeant in the Corps of Commissioners. Pet Aug 15. Aug 30 at 12. Hill, Basinghall-st.
Honeyman, Wm, Manor-rd, Brompton-lcy, Waterman. Pet Aug 13. Aug 30 at 12. Drew, New Basinghall-st.
Hopcor, John Jas, Prisoner in Debtors' Prison, Maidstone, Commercial Traveller. Pet Aug 19. Sept 5 at 1. Bennett, Serjeants-inn.
Kilby, Robt, Chalk Farm-rd, Camden-town, Baker. Pet Aug 16. Sept 5 at 12. Marshall, Hatton-garden.
Ledcock, Alfred, & Alfred Wm Carpenter, High-st, Southwark, Merchants. Pet Aug 13. Aug 30 at 1. Windsor, Basinghall-st.
Mallard, Alex, Leinster-sq, Boot Maker. Pet Aug 16. Sept 5 at 11. Lewis, St Mark-borough-st.
Morgan, Joseph Edw, New Compton-st, Soho, Boot Manufacturer. Pet Aug 18. Aug 30 at 1. Beard, Basinghall-st.
Mugrave, Wm Hy, & Wm Reynolds, Sekford-st, Middx, Gold Chain Makers. Pet Aug 15. Aug 30 at 11. West, Charlotte-row, Mansion-house.
Parlow, Thos, Royal-hill, Bayswater, Butcher. Pet Aug 17. Aug 31 at 12. Lawrence & Co, Old Jewry-chambers.
Pratt, Wm, March, Cambridge, Farmer. Pet Aug 15. Aug 30 at 12. Freeman, Bucklebury.
Puddicombe, Thos, Waterloo-rd, Lambeth, Tobacconist. Pet Aug 17. Sept 5 at 12. Holt & Co, Quality-st.
Russell, John, Robert-st, Bedford-row, Coachman. Pet Aug 17. Sept 5 at 1. Pittman, Upper Stamford-st.
Smith, Atwood Hy, Dorset-st, Salisbury-sq, Solicitor. Pet Aug 16. Sept 5 at 11. Lawrence & Co, Old Jewry-chambers.
Stevens, John, Jan, Camden-gardens, Bethnal-green-rd, Metal Dealer. Pet Aug 16. Sept 5 at 11. Nixon, Bedford-row.
Till, Geo, Newco-st, High Holborn, Bram Founder. Pet Aug 16. Sept 5 at 12. Hill, Basinghall-st.
Weaver, Edw, New-st, Covent-garden, Tailor. Pet Aug 15. Sept 5 at 11. Lefroy, Robert-st, Adelphi.
Webb, Daniel, Gun-lane, Limehouse, Butcher. Pet Aug 15. Aug 30 at 12. Harcourt, King's Arms-rd, Coleman-st.
Welton, John, Ledbury-st, Peckham, Builder. Pet Aug 17. Sept 5 at 1. Chiding, Old Jewry.
Wright, Ephraim, Grafton-st, Mile-end, out of business. Pet Aug 17. Sept 5 at 1. Chiding, Old Jewry.

To Surrender in the Country.

Boulton, Thos, Prisoner for Debt, County Gaol, Hereford. Adj Aug 16. Birm. Sept 26 at 12. James & Griffin, Birm.
Burgh, Wm de, Oxtou, Cheshire, Licensed Victualler. Adj Aug 15. Lpool, Aug 31 at 12. Turner, Lpool.
Capstick, Francis, Barnard Castle, Durham, Skinner. Pet Aug 13. Barnard Castle, Sept 1 at 10. Richardson, Barnard Castle.
Clark, Jas, Bowling, Bradford, Comm Agent. Pet Aug 12. Bradford, Sept 6 at 10. Hutchings, Bradford.
Cockrill, Chas, Beedham, Norfolk, Drover. Adj July 20 (for pan). Gt Yarmouth, Aug 26 at 12. Chamberlain, Gt Yarmouth.
Compland, Fredk, Doncaster, Hosiery. Pet Aug 15. Leeds, Sept 3 at 11. Bond & Burwick, Leeds.

Conins, Joseph, Sanford, Nottingham, Licensed Victualler. Pet Aug 16. Birm. Sept 20 at 11. Heath, Nottingham.
Davies, Jas, Cardiff, Horse Dealer. Pet Aug 15. Cardiff, Aug 30 at 11. Griffith, Cardiff.
Dobbs, Jas, Manch, Beer Retailer. Pet Aug 16. Manch, Aug 31 at 9.30. Gardner, Manch.
Durrant, Thos Parker, Old Steine, Brighton, Auctioneer. Pet July 28. Brighton, Sept 1 at 11. Lamb, Brighton.
Eccles, Thos, Hulme, Lancaster, House Painter. Adj July 19. Salford, Sept 5 at 9.30. Gardner, Manch.
Edwards, Geo, Ipswich, Beer Retailer. Pet Aug 13. Ipswich, Aug 29 at 11. Moore, Ipswich.
Forrester, John, Penrith, Farmer. Pet Aug 8. Newcastle-upon-Tyne, Aug 31 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.
Fox, John, Everton, nr Lpool, Builder. Adj Aug 15. Lpool, Aug 31 at 11. Turner, Lpool.
Geo, Thos, Oldham, Cotton Spinner. Pet Aug 16. Manch, Aug 30 at 11. Cobbett & Wheeler, Manch.
Govier, Saml Edw, Aldershot, Publican. Adj July 30. Farnham, Aug 30 at 12. Hollett, Farnham.
Gnatix, Alf, Manch, Iron Merchant. Pet Aug 15. Manch, Aug 31 at 9.30. Gardner, Manch.
Haskell, Edw, Winchester, Jobbing Gardener. Pet Aug 17. Winchester, Aug 31 at 11. Hollis, Winchester.
Holgate, Jas, Calverley, York, Cloth Maker. Pet Aug 16. Bradford, Sept 6 at 9.45. Hill, Bradford.
Horner, Geo, Bradford, Cutter-out at a Boot Manufactory. Pet Aug 16. Bradford, Sept 6 at 9.45. Green, Bradford.
Inder, Simeon, Martock, Somerset, Butcher's Assistant. Pet Aug 9. Yeovil, Sept 2 at 11. Watts, Yeovil.
Jefferies, Thos, Kidderminster, out of business. Pet Aug 12. Kidderminster, Sept 1 at 10. Batham, Kidderminster.
Knight, Wm, Walsall, Stafford, Provision Merchant. Pet Aug 16. Walsall, Aug 29 at 12. Warrington, Dudley.
Lister, John, Whitley Bridge, York, Farmer. Pet Aug 16. Leeds, Aug 29 at 11. Walker, Pontefract, and Caras & Tempest, Leeds.
Meggett, Mary, Kingston-upon-Hull, Widow. Pet Aug 15. Kingston-upon-Hull, Aug 30 at 11. Ayre, Kingston-upon-Hull.
Mosey, Richd, Salford, Fish Curer. Pet Aug 15. Salford, Sept 3 at 9.30. Lamb, Manch.
Owen, Wm, Portsea, Engineer H.M.'s ship Asia. Pet Aug 20. Portsmouth, Aug 29 at 11. Paffard, Portsea.
Precious, Joseph, Spaldington, nr Howden, Farm Servant. Pet Aug 13. York, Aug 25 at 12. Mason, York.
Purbrick, Jas, Birm, Builder. Pet Aug 18. Birm, Sept 23 at 10. Fitter, Birm.
Robinson, Jas, Stanwix, nr Carlisle, Cattle Dealer. Adj Aug 9. Newcastle-upon-Tyne, Aug 31 at 1. Hoyle, Newcastle-upon-Tyne.
Rogers, Edw, Hll, Grantham, Lincoln, Tin Plate Worker. Pet Aug 8. Birm, Sept 6 at 11. Ashwell, Nottingham, and Mallin, Grantham.
Sandall, John, Exchd, Sussex, Market Gardener. Pet Aug 11. Lewes, Aug 29 at 10. Hillman, Lewes.
Shaw, John, Jun, Holyland Common, York, Mason. Pet Aug 16. Barnsley, Aug 30 at 10. Broadbent, Sheffield.
Shawcross, Edwin, Hulme, Manch, Draper. Pet Aug 13. Manch, Aug 30 at 11. Farrington, Manch.
Sison, Thos, Southsea, Hants, Foreman to a Tailor. Pet Aug 13. Portsmouth, Aug 29 at 11. Paffard, Portsea.
Spruce, David, Kirkdale, nr Lpool, Pawnbroker. Pet Aug 17. Lpool, Sept 5 at 11. Brommer, Lpool.
Strange, Wm, Leicester, Cattle Dealer. Adj Aug 9. Leicester, Sept 15 at 10. Petty, Leicester.
Swindells, Saml, Moller, Derby, Bookkeeper. Pet Aug 17. Hyde, Aug 31 at 12. Hilbert, Hyde.
Thirkettle, Thos Goldby, Brighton, Surgeon Dentist. Pet Aug 16. Brighton, Sept 5 at 11. Mills, Brighton.
Thurstan, Wm, sen, Oldbury, Worcester, out of business. Pet Aug 15. Birm, Oct 10 at 12. Chambley, Wolverhampton, & James & Griffin, Birm.
Trod, Geo, Watta, Upton Gray, nr Basingstoke, Butcher. Pet Aug 16. Basingstoke, Aug 30 at 12. Chandler, Basingstoke.
Trow, Jas Thos, Ash, Surrey, Licensed Victualler. Pet Aug 15. Farnham, Aug 30 at 12. White, Guildford.
Turner, Jas, Tewkesbury, Timman. Pet Aug 15. Bristol, Aug 31 at 11. Henderson, Bristol.
Turner, Saml Hayward, Lpool, Shipbroker. Pet Aug 16. Lpool, Sept 3 at 11. Pemberton, Lpool.
West, Jas, Beccles, Suffolk, Journeyman Coachmaker. Pet Aug 17. Beccles, Sept 1 at 10. Kent, Beccles.
Whitten, Edw Joseph, Wellingborough, Northampton, out of business. Pet Aug 15. Wellingborough, Aug 30 at 11. Cook, Wellingborough.
Wright, Walter, Nottingham, Butcher. Pet Aug 17. Nottingham, Sept 28 at 11. Gibson, Jun, Nottingham.

TUESDAY, Aug 23, 1864.

To Surrender in London.

Baker, Wm, Croydon, Clerk. Pet Aug 30. Sept 6 at 1. Marshall, Hatton-garden.
Batchelor, Alf Thos, Gloucester-pl, Walworth-common, Metal Dealer. Pet Aug 19. Sept 6 at 11. Buchanan, Basinghall-st.
Britton, Wm Boucher, and Arthur Britton, Hastings, House Decorators. Pet Aug 12. Sept 5 at 11. Hand, Coleman-st.
Buck, Geo Alf, Albert-st, Pimlico, Comm Agent. Pet Aug 6. Sept 12 at 11. Walker, Basinghall-st.
Cullen, Benkin Fuller, Ramsgate, Plumber. Pet Aug 20. Sept 6 at 1. Hewitt, Nicholas-lane, Lombard-st.
Durrant, Edw, Dagmer-rd, Victoria-pk, Builder. Pet Aug 15. Sept 5 at 11. Tripp, Dane's-inn, Strand.
Field, Thos, Broad-st, Clerkenwell, General Dealer. Pet Aug 19 (for pan). Sept 6 at 12. Aldridge.
Kemsley, Richd, Borden, nr Sittingbourne, Frailer. Adj Aug 17. Sept 6 at 12. Aldridge.
Laird, Robt Grimmond, Cannon-st West, Civil Engineer. Pet Aug 18. Sept 16 at 11. Smith, Gt Tower-st.
Llewellyn, Geo, New Church-st, Lion-grove, Corn Dealer. Pet Aug 17. Sept 5 at 1. Eberington, Dane's-inn, Strand.
Floyd, Geo Bassett, Burrage-rd, Plumstead, Attorney's Clerk. Adj Aug 17. Sept 6 at 12. Aldridge.

Miller, Hugh Main, St Mary-at-hill, London, Comm Agent. Pet Aug 19. Sept 6 at 11. Hill, Basinghall-st.
Morgan, Geo. Upper, Charlton-st, nr Portland-rd, Prisoner for Debt. Adj Aug 17. Sept 6 at 11. Aldridge.
Parry, Wm, Church-st, Deptford, Brick Merchant. Pet Aug 20. Sept 6 at 11. Jarman, Basinghall-st.
Rumsey, Wm, Red Lion-st, Clerkenwell, Manufacturing Jeweller. Pet Aug 19. Sept 6 at 12. Randall, Coleman-st.
Riley, Richd Parnham, Prisoner for Debt Whitecross-st Prison, late Lieutenant 3rd Light Dragoons. Pet Aug 19. Sept 6 at 12. Richards & Walker, Lincoln's Inn-fields.
Seaman, David, a Prisoner for Debt in the Gaol at Norwich. Adj Aug 16. Sept 6 at 11. Aldridge.
Simmons, Carl Hugo August Von, Chesapeake, Shipping Agent. Pet Aug 19 (for pay). Sept 6 at 12. Aldridge.
Tibby, Alf, Barnsbury-rd, Islington, Tea Grocer. Pet Aug 19. Sept 6 at 11. Layton, Jun, Church-rd, Islington.
Warburton, Chas, Marlborough-rd, Old Kent-rd, Clerk H. M. Customs. Pet Aug 18. Sept 6 at 11. Wells, Moorgate-st.
Wrighton, Thos, Tingewick, Bucks, Farmer. Pet Aug 19. Sept 13 at 11. Lawrence & Co, Old Jewry-chambers.

To Surrender in the Country.

Allen, Joseph, Kidderminster, Tanner. Pet Aug 18. Kidderminster, Sept 3 at 12. Baycott, Kidderminster.
Anderson, Wm, Chesham, Lancaster, Comm Agent. Pet Aug 20. Salford, Sept 3 at 9.30. Swan, Manch.
Anton, Geo, Longton, Stoke-upon-Trent, Butcher. Pet Aug 20. Stoke-upon-Trent, Sept 10 at 11. Tennant, Hanley.
Atkins, Hy Mansfield, Norwich, Tailor. Pet Aug 18. Norwich, Sept 5 at 11. Edd, Jun, Norwich.
Atkinson, John Donkwaite, Skelmersh, Westmoreland, Husbandman. Pet Aug 17. Kendal, Sept 7 at 11. Thompson, Kendal.
Beach, Wm, Cern Abbas, Dorset, Farmer. Pet Aug 19. Exeter, Sept 7 at 12. Andrews & Cockeram, Dorchester, and Clarke, Exeter.
Bown, Enos, Earl Shilton, Leicester, Grocer. Pet Aug 18. Hinckley, Sept 27 at 11. Chamberlaine, Leicester.
Bradbury, Wm, Blaxwick, Stafford, Innkeeper. Pet Aug 11. Birn, Sept 26 at 12. Sheldon, Westbury.
Brown, John, nr Morpeth, Northumberland, Farm Servant. Adj July 30. Morpeth, Sept 3 at 6. Wilkinson, Morpeth.
Erwood, Wm, Silloth, Cumberland, Butcher. Pet Aug 18. Wigton, Sept 5 at 11. Wannop, Carlisle.
Evans, Wm, Birn, General Wood Turner. Pet Aug 18. Birn, Sept 26 at 10. East, Birn.
Fox, Chas, Salford, Lancaster, Cabinet Maker. Pet Aug 19. Salford, Sept 3 at 9.30. Swan, Manch.
Freeman, Thos, Northfield, Worcester, Agricultural Labourer. Pet Aug 17. Birn, Sept 26 at 10. Boston, Birn.
Giles, Geo, Brighton, Carpenter. Pet Aug 19. Brighton, Sept 7 at 11. Penfold, Brighton.
Hamdcomb, John Richards, Red-hill, Reigate, Plumber. Pet Aug 15. Reigate, Aug 30 at 3. Harrowell, Epsom.
Harkins, Wm, Lestock Gralam, Chester, Agricultural Implement Maker. Pet Aug 20. Lpool, Sept 6 at 11. Cheshire, Northwich.
Hartland, Abraham, East Dean, Gloucester, Draper. Pet Aug 18. Bristol, Sept 2 at 11. Smith, Newham, and Frost & Iskip, Bristol.
Hill, Jas, Nailsea, Somerset, Prisoner for Debt in Taunton Gaol. Adj Aug 8. Bristol, Sept 9 at 12. Bayley, Nailsea.
Howell, Chas, Lpool, State Dealer. Pet Aug 16. Lpool, Sept 9 at 11. Atkinson & Bartlett, Lpool.
Jones, Wm, Llanello, Carmarthen, Victualler. Pet Aug 20. Bristol, Sept 3 at 11. Bevan, Bristol.
Kibby, John, Hulme, Lancaster, Letter-press Printer. Adj Aug 16. Manch, Sept 2 at 12. Morgan, Manch.
Linthwaite, Jas, Old Radford, Nottingham, Lace Maker. Pet Aug 19. Nottingham, Sept 28 at 11. Heathcote, Nottingham.
Liverage, Geo, Hanley, Stafford, Railway Porter. Pet Aug 20. Hanley, Sept 24 at 11. Tennant, Hanley.
Mangnall, Walter, and Wilbraham Mangnall, Bolton, Paper Manufacturers. Pet Aug 17, Manch, Sept 13 at 11. Richardson & Brandwood, Bolton.
Mather, Susan, Manch, Embroiderer. Pet Aug 13 (for pay). Manch, Sept 2 at 9.30. Gardner, Manch.
Merrett, Thos, West End, Aldershot, out of business. Pet Aug 18. Farnham, Aug 30 at 12. White, Guildford.
Morgan, Thos, Cardiff, Journeyman Sawyer. Pet Aug 20. Cardiff, Sept 10 at 11. Raby, Cardiff.
Morton, Chas, Ardwick, Manch, Inspector of Scavengers. Pet Aug 18. Manch, Sept 3 at 9.30. Leigh, Manch.
Naylor, Geo Webster, and Gregson Cloughton, Leeds, Woollen Manufacturers. Pet Aug 19. Leeds, Sept 5 at 11. Simpson, Leeds.
Nicholls, Chas Wm, Manch, Brewer. Pet Aug 19. Manch, Sept 2 at 9.30. Palfreton & Allen, Manch.
Patrick, Alfred, Guildford, Leather Seller. Pet Aug 20. Guildford, Sept 2 at 11. White, Guildford.
Peckham, Joseph, Littlehampton, Sussex, Wheelwright. Pet Aug 16. Arundel, Sept 6 at 10. Lamb, Brighton.
Peters, Joseph, Blackfriars, Worcester, Wheelwright. Pet Aug 17. Worcester, Sept 8 at 11. Corbet, Kidderminster.
Pritchard, Wm, Everton, nr Lpool, Builder. Pet Aug 22. Lpool, Sept 6 at 11. Evans & Co, Lpool.
Roberts, John, Tynwll, Merioneth, Land Surveyor. Pet Aug 16. Dolgelly, Sept 2 at 10. Williams, Dolgelly.
Schofield, John, Hulme, Manch, Bricklayer. Pet Aug 18 (for pay). Manch, Sept 2 at 9.30. Gardner, Manch.
Williams, Jas, Carr House-collery, York, Engine Tinker. Pet Aug 19. Rotherham, Sept 5 at 3. Elirt, Rotherham.
Woolcock, John, a Prisoner for Debt Devon County Prison. Adj Aug 19. Exeter, Sept 2 at 11. Parkyns, Exeter.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug 19, 1864.

Marshall, Noah, Colindale-rd, King's-cross, Plumber. Aug 16.
Ruff, Richd Edwin, Bingley, York, Surgeon. Aug 15.

TUESDAY, Aug 23, 1864.

Hughes, Thos Morris, St Julian, Shrewsbury, Gent. Aug 8.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL COFFEEHOUSE.

Aug. 19.—By Messrs. NORTON, HODGKINS, & TAYLOR.

A well-situated rental of £26 per annum, secured upon four freehold houses situate in North-place and North-passage, Globe-street, Bath-nal-green, and Eight-leaved-houses situate in Derbyshire-street and Elliott's-row, Bethnal-green-road; held for an unexpired term of 29½ years—Sold for £230.

Leasehold property, comprising the Manor Arms beer shop, and six dwelling-houses, situate No. 124, 126, and 128, Manor-street, and Nos. 11, 12, 13, and 14, Cross-street, Clapham; the whole producing £187 per annum; held for an unexpired term of 8½ years, at a ground-rent of £25 4s. per annum—Sold for £1,330.

Aug. 23.—By Messrs. BRADLEY.

Freehold estate known as Waddals Hall, situate at Westwater, Cumberland, comprising a mansion with ornamental wood-lands and farms, the whole containing 640 acres—Sold for £18,000.

Freehold and copyhold estate known as Shenfield-place, situate at Shenfield, Essex, comprising a house, cottage, stabling, farmery, and out-buildings, together with several enclosures of pasture land, containing 54s 3r 16p—Sold for £3,000.

Freehold watercourse, known as the Bridge Wharf, situate at Maidstone, Kent; let at £310 per annum—Sold for £4,000.

Freehold the Wateringbury Mill, situate at Wateringbury, Kent, and three enclosures of grass and fruit plantation, the whole containing 11s 2r 5p; let at £260 per annum—Sold for £3,500.

Freehold farm, situate at Rising Well, Kent, comprising a messuage and shop, stable, and five enclosures of pasture, fruit, plantation, and hay land, the whole containing 12s 3r 17p; let at £24 per annum—Sold for £1,900.

Aug. 24.—By Messrs. NORTON, HODGKINS, & TAYLOR.

Freehold residence, known as Cleveland House, with stabling, coach-house, and pleasure grounds, situate at Brixton-hill, Surrey, containing nearly 3 acres—Sold for £3,000.

Freehold residence, known as Warren House, with stabling, gardens, and paddocks, the whole containing nearly 4 acres, situate in the parish of Streatham, Surrey—Sold for £3,500.

Policy of assurance for £700, effected with the Equitable Life Office on the life of a gentleman aged 76 years—Sold for 2,610.

Freehold building land, containing 12 acres, situate in White Hart-lane, and Wold's-lane, Tottenham—Sold for £260.

AT GARRAWAY'S.

Aug. 17.—By Messrs. FARMER, CLARK, & LEE.

Freehold estate, situate in the parish of Kingsclere, Hampshire, known as Fair Oak Farm, containing 43s 1r 3p of arable and pasture land—Sold for £1,500.

Freehold plot of arable land, situate as above, and known as Wheeler's Land, containing 9s 0r 27p—Sold for £250.

Freehold estate, situate as above, and containing 5s 3r 31p of meadow and wood land—Sold for £300.

Freehold plot of meadow land, situate as above, and containing 3s 3r 19p—Sold for £240.

By Messrs. CHARLTON.

Freehold building estate, containing 30s 3r 4p of meadow land, situate at Tunbridge, Kent—Sold for £3,600.

By Messrs. NASH.

Freehold estate, situate in the parishes of Ockley and Capel, Surrey, containing 10s 1r 3p of arable, meadow, pasture, and wood land—Sold for £2,840.

Aug. 19.—By Mr. HARRIS.

Leasehold residence, being No. 4, Queen Anne-street, Cavendish-square; term, 45 years unexpired; ground-rent £40 per annum—Sold for £3,340.

Leasehold, five dwelling-houses, one with shop, forming Brook's-terrace, William-street, Salmon's-lane, Limehouse; producing £125 per annum; term, 99 years from March, 1867, at a ground-rent of £10 per annum—Sold for £320.

Freehold residence, situate in Edmonstone-road, Forest-lane, Stratford; estimated annual value £33—Sold for £260.

Freehold, two dwelling-houses with shops, being Nos. 3 and 5, Ellice-street, Bermondsey—Sold for £210.

By Mr. DARR.

Leasehold, two dwelling-houses, being Nos. 3 and 4, Frederick-street, Salmon's-lane, Limehouse, producing £24 per annum; term, 45 years unexpired; ground-rent, 2s per annum—Sold for £260.

By Messrs. SANDWICH & SON.

Freehold house, two cottages, and several enclosures of meadowland, situate at Hamford's Corner, near Manners, Middlesex, containing 11s 3r 27p—Sold for £3,040.

Freehold enclosure of meadow land, and a plantation, situate as above, and containing 13s 1r 3p—Sold for £1,600.

Aug. 19.—By Mr. ROBERT KNOX.

Leasehold residence, known as Woodlands, being No. 6, St. John's-viaduct; term, 99 years unexpired; ground-rent £71 10s. per annum—Sold for £3,160 per annum.

Leasehold residence, being No. 18, Wimpole-street, Cavendish-square; let at £210 per annum; term, 91 years unexpired; ground-rent £50 per annum—Sold for £1,710.

Leasehold residence, being No. 84, Wimpole-street, Cavendish-square; let at £130 per annum; term, 29 years unexpired; ground-rent £30 per annum—Sold for £1,100.

Leasehold residence, being No. 34, Dorset-place, Dorset-square, and work-shops in the rear, producing £130 per annum; term, 86 years unexpired; ground-rent £31 per annum—Sold for £1,610.

Leasehold house, being No. 5, Hill-street, Knightsbridge; term, 74 years unexpired; ground-rent £2 6s. per annum—Sold for £260.

Aug. 22.—By Messrs. FERRIS.

Leasehold house and shop, being No. 60, Leather-lane, Holborn; let at £60 per annum; term, 1,000 years from July, 1864—Sold for £1,100.

Leasehold house and shop, being No. 70, Leather-lane, Holborn; let at £60 per annum; term, similar to above—Sold for £970.

Leasehold, eight dwelling-houses, being Nos. 1 to 8, Dove-court, Leather-lane, aforesaid; let at £100 per annum; term, similar to above—Sold for £1,505.

By Messrs. COWLAND & SONS.

Freshhold ground-rents, amounting to £49 per annum, secured on eight houses and shops, situate in Ferdinand and Hetherstet-streets, Hampstead-road—Sold for £910.

Aug. 24.—By Messrs. FARRERBROTHER, CLARK, & LYE.

Freshhold building land, in 10 lots, situate at Twickenham, Middlesex—Sold from £25 to £260 per lot.

Freshhold, 2 houses with grounds, paddock, &c., situate at Streatham, Surrey—Sold for £2,540.

Aug. 25.—By Messrs. WHITE & SONS.

Coppyhold residence, with garden, paddock, and orchard, situate at Westcott, near Dorking, the whole containing 14 1/2 acres—Sold for £1,190.

By Messrs. WALKERS & LOVEJOY.

Lease, &c., of the Three Tuns, situate at the corner of Somerset-street, Whitechapel; term, 7 years unexpired—Sold for £580.

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Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 25th of each month.

Monmouthshire.—Desirable and valuable Freshhold Property, situate at Gromont, two miles from Pontfria Station, on the West Midland Railway, 11 miles from Monmouth, 11 from Abergavenny, and 14 from Hereford.

M. GEORGE PYE has received instructions to **SELL by AUCTION** (unless previously sold by private contract), at the **GREYHOUND HOTEL**, in the city of Hereford, on **WEDNESDAY**, the 14th day of **SEPTEMBER** next, at **FOUR o'clock** in the afternoon, the above-mentioned **PROPERTY**, in two lots.

Lot 1 comprises a genteel and convenient residence called **The Lodge**, delightfully situate in the picturesque village of Gromont; containing three reception rooms, seven bed-rooms, kitchen, pantry, and underground cellar; stable, coach-house, and the usual appurtenances, with a productive garden and rich meadow land, and grass orchard in full bearing; containing in the whole about 5a. 0r. 17p., now in the occupation of J. Lane, Esq., whose lease will expire on **February 2, 1867**. This lot is subject to the payment of 6s. 2d. per annum chief rent, and 19s. 4d. land tax.

Lot 2 comprises the valuable and compact Estate called **The Town Farm**, situate at Gromont, containing 103a. 1r. 4p., more or less, of arable, meadow, pasture, and wood land, with suitable farm-houses and buildings, lying in a strong fence, being well timbered, and having a good supply of water; the farm is in a good state of cultivation, and is now in the occupation of Mr. Edwin Martin, whose lease will expire at Christmas, 1866. The land-tax on this lot is 23s. 6d. and chief rent 7s. per annum; both lots are very near the church, and include some excellent building sites. There is good trout fishing within five minutes' walk, and two packs of foxhounds meet in the neighbourhood. The surrounding country is celebrated for the beauty of its scenery and the purity of the air.

To view apply to the respective tenants, and for particulars and conditions to Messrs. **JAMES & CURTIS**, 23, Ely-place, London, E.C., to the auctioneer, Madley, Hereford; and at the principal towns in the neighbourhood.

Extensive Estates and Residence of Rosehaugh, in Ross-shire, and Church Patronage for Sale. To be sold by **PUBLIC ROSS**, on **WEDNESDAY**, the 14th **SEPTEMBER** next, at **TWO o'clock** afternoon, within Messrs. **CAY & BLACK'S** SALEROOMS, No. 65A, George-street, Edinburgh (if not previously disposed of by private bargain).

THE LANDS of ROSEHAUGH and LITTLE

SIDDIE, with the Mansion-house, Garden, and Offices of Rosehaugh, lying in the parishes of Avoch, Knockbain, and Rosemarkie, and county of Ross. These lands, which are very compactly situated, are estimated to extend to 6,350 acres, or thereby. Of these, about 4,013 acres are arable, about 1,230 acres are improvable pasture, and nearly 900 acres are under wood, in a healthy and thriving condition.

The mansion-house (a charming residence) and offices are very ample, and the garden and grounds around the mansion-house are extensive, and beautifully laid out. The mansion-house is situated about two miles from the port of Avoch, on the Moray Firth, which is seen from it.

The Lands are well stocked with game, and being partly bounded by the Moray Firth and Munloch Bay, are abundantly supplied with wild duck and other sea-fowl. There is right to the Salmon Fishings of Causton, in the Moray Firth.

The Patronage of the Parish Church of Avoch, which is a valuable living, will be sold along with the Estates.

The Estates may be reached in about twenty hours from London by the Perth and Inverness Railway to Inverness and Dingwall, from either of which places the mansion-house is distant from six to eight miles. A Railway is projected from Dingwall to Fortrose, passing through the estate, and the line has been already surveyed.

Further particulars may be obtained on application to

Messrs. **W. & H. P. SHARP**, Solicitors, 92, Gresham-house, Old Broad-street, London; or to Messrs. **JOLLIE, STRONG, & HENRY**, W.S., 40, Prince's-street, Edinburgh.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Obitt Bonds, Debentures, Shares in Docks, Canals, Mines, Railways Insurance Companies, and other public undertakings for the present year.

M. R. MARSH begs to announce that his **PERIODICAL SALES** (established in 1843), for the disposal of every description of the above-mentioned **PROPERTY**, take place on the first Thursday in each month throughout the ensuing year, as under:—

September 1 October 6 November 3 December 1

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freshhold, Copyhold, and Leasehold Properties, viz.:

Thursday, August 33 Thursday, October 20

Thursday, September 15 Thursday, November 17

Thursday, September 15 Thursday, December 15

Charlotte-row, Mansion-house, London, E.C.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

M. R. FRANK LEWIS begs to give notice that his **SALES** for the year 1864 will take place at the **AUCTION MART**, on the following days, viz.:

Friday, September 9 Friday, November 11

Friday, October 14 Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 26, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

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